

SPECIFICATION

HALEYVILLE-MAURICETOWN SCHOOL MEDIA CENTER ALTERATIONS

HALEYVILLE-MAURICETOWN SCHOOL
1308 NORTH AVENUE
PORT NORRIS, NJ 08349

Prepared For:
Commercial Township Board of Education
1308 North Avenue
Port Norris, NJ 08349

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COMMERCIAL TOWNSHIP BOARD OF EDUCATION
1308 North Avenue
Port Norris, NJ 08349

REQUEST FOR BIDS
PUBLIC WORKS
Bid Advertisement

The Commercial Township Board of Education of Port Norris, New Jersey, hereby advertises for competitive bids in accordance with N.J.S.A. 18A:18A-21(a) (b) for:

Haleyville – Mauricetown School Media Center Alterations

Drawings and Specifications (electronic format only) can be obtained from the Architect's ShareFile site at <https://mmpfa.sharefile.com> but ONLY after the bidder has been added to the official bidders list.

To be added to the bidders list please send an email with your First Name, Last Name, Company Name, Contact Information, and a primary contact Email to Mrs. Arlene Feaster at afeaster@mmpfa.com. If you do not receive a response within 2 hours feel free to resubmit your request. Once added to the bidders list, if you are not already in the MMPFA ShareFile system, you will receive an email from ShareFile with instructions on setting up your account for which you will need to create your own unique password. If you have used their ShareFile previously, your prior email and password remains valid. Once added to the bidders list and validated with ShareFile, you will be granted access to the project's bid documents folder.

Note: You MUST establish an account with MMPFA's ShareFile site in order to access the electronic bid documents. They will not be distributed by any other means. Documents will be available beginning Thursday, May 14, 2020. Questions regarding the bid must be made via email to: afeaster@mmpfa.com. Reference the specific project name noted above. All questions should be submitted no later than **2:00 PM on Wednesday, May 27, 2020.**

Bids must be sealed and delivered to the Office of the School Business Administrator/Board Secretary of the **Commercial Township Board of Education** on or before date and time indicated below. See instructions for the submission of bids under the **Special Notice** included in this advertisement. **No bids shall be received after the time designated in the advertisement as noted below.** (N.J.S.A. 18A:18A-21(b)). The Board of Education does not accept electronic (e-mail) submission of bids. The envelope to bear the following information:

Name and Address of the Bidder

Bid Date: **Friday, June 5, 2020**

Bid Time: **1:00 PM**

Title: **Haleyville – Mauricetown School Media Center Alterations**

The bid opening process will begin on the above advertised date. The time of the opening shall be 2:00 PM in the Commercial Township Board of Education offices, 1308 North Avenue, Port Norris, New Jersey 08349. On this date and time, the School Business Administrator / Board Secretary shall publicly open all bids.

All bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., Affirmative Action Against Discrimination (N.J.A.C. 17:27-1 et seq.). An Initial Project Workforce Report will be required from the successful contractor. (Form AA-201). Contractors bidding on this project are to comply with the requirements of the New Jersey Prevailing Wage Act pursuant to N.J.S.A. 34:11-56.25 et seq.

A bidder on a public works project for a Board of Education where the cost of the work exceeds \$20,000.00 must first have been qualified by the Department of the Treasury, Division of Property Management and Construction, pursuant to N.J.S.A. 18A:18A-27 through 33, and shall submit with his bid a Prequalification Affidavit-No Material Adverse Change, a copy of a valid and active NOTICE OF CLASSIFICATION, a certified copy of a Total Amount of Uncompleted Contracts Form and such Affidavit that subsequent to the latest such statement submitted by him, there has been no material adverse change in his qualification information except as set forth in said Affidavit.

Each bid shall be accompanied by a bid bond, cashier's check or certified check made payable to the **Commercial Township Board of Education**, for ten percent (10%) of the amount of the total bid, however, not to exceed \$20,000.00.

Statement of Ownership: Pursuant to N.J.S.A. 52:25-24.2, Bidders shall submit a statement setting forth the names and addresses of all persons and entities owning ten (10%) percent or more of its stock or interest on any type at all levels of ownership.

A Non-Collusion Affidavit and a Contractor Questionnaire/Certification also must be submitted with the bid. The bid package will also include other documents that must be completed and returned with the bid. Failure to comply with the instruction to Bidders and to complete the required forms, may be cause for disqualification and rejection of the bid.

The bid package will also include other documents that must be completed and returned with the bid. Failure to comply with Instructions to Bidders and to complete and submit all required forms, may be cause for disqualification and rejection of the bid.

All contractors named in this bid, shall possess a valid Contractor's Registration Certificate pursuant to N.J.S.A. 34:11-56.48 et seq., at the time the bid is received.

The Board of Education reserves the right to reject any or all bids pursuant to N.J.S.A. 18A:18A-18, 18A:18A-2(s), (t), (x), (y), 18A:18A-4(a-c), 18A:18A-22, and to waive any informalities.

Special Notice - Office of the School Business Administrator

The Board of Education during this emergent time, is currently closed and there is no guarantee the district offices will be opened by the advertised submission date. As the School Business Administrator / Board Secretary of the district, I am providing this Special Notice concerning the submission and opening of bids. The district remains closed until further notice.

Submission of Bids

All potential bidders are to send their responses through the US Postal Service or other recognized delivery service that provides certification of delivery to the sender. Bids may also be hand delivered to the **Commercial Township Board of Education** offices, 1308 North Avenue, Port Norris, NJ, prior to the bid date and time on Monday, Wednesday or Friday between the hours of 9:00 AM and 12:30 PM via a drop box/container in the main entrance to the building. The Deadline for receipt of bids remains 1:00 PM at which time the bid packages will be collected and brought to the Board Conference Room for the live-streamed bid opening which will occur at 2:00 PM.

Opening of Bids—Online Live Streaming

The board of education is aware of N.J.S.A. 18A:18A-21 which states the following:

At such time and place the purchasing agent of the board of education shall publicly receive the bids and thereupon immediately proceed to unseal them and publicly announce the contents, which announcement shall be made in the presence of any parties bidding or their agents who are then and there present.

To ensure there is “**social distancing**” amongst all parties in the bid opening, the bid opening will be conducted via online live streaming. The names of the vendors and their prices will be announced on the online live streaming which may be viewed by the general public and interested parties on the advertised bid date and time.

To access the online streaming go to: <https://stream.meet.google.com/stream/145eb92d-b00b-4234-a566-894006ca74f0>.

Darren Harris
Business Administrator/Board Secretary

ETHICS IN PURCHASING

Statement to Vendors

School District Responsibility

Recommendation of Purchases

It is the desire of the Board of Education to have all Board employees and officials practice exemplary ethical behavior in the procurement of goods, materials, supplies, and services.

School district officials and employees who recommend purchases shall not extend any favoritism to any vendor. Each recommended purchase should be based upon quality of the items, service, price, delivery, and other applicable factors in full compliance with N.J.S.A. 18A:18A-1 et seq.

Solicitation/Receipt of Gifts – Prohibited

School district officials and employees are prohibited from soliciting and receiving funds, gifts, materials, goods, services, favors, and any other items of value from vendors doing business with the Board of Education or anyone proposing to do business with the Board.

Vendor Responsibility

Offer of Gifts, Gratuities -- Prohibited

Any vendor doing business or proposing to do business with the Board of Education, shall neither pay, offer to pay, either directly or indirectly, any fee, commission, or compensation, nor offer any gift, gratuity, or other thing of value of any kind to any official or employee of the Board of Education or to any member of the official's or employee's immediate family.

Vendor Influence -- Prohibited

No vendor shall cause to influence or attempt to cause to influence, any official or employee of the Board of Education, in any manner which might tend to impair the objectivity or independence of judgment of said official or employee.

Vendor Certification

Vendors or potential vendors will be asked to certify that no official or employee of the Board of Education or immediate family members are directly or indirectly interested in this request or have any interest in any portions of profits thereof. The vendor participating in this request must be an independent vendor and not an official or employee of the Board of Education.

Darren Harris
School Business Administrator/ Board Secretary

COMMERCIAL TOWNSHIP BOARD OF EDUCATION
Haleyville - Mauricetown School Media Center Alterations

INSTRUCTIONS TO BIDDERS

1. BIDS ARE TO BE SUBMITTED TO:

Darren Harris, School Business Administrator/Board Secretary
Commercial Township Board of Education
1308 North Avenue, Port Norris, NJ 08349

BY: **1:00 PM** PREVAILING TIME

ON: **Friday, June 5, 2020**

Bids that are submitted are to be sealed and will be unsealed and announced at the bid opening meeting.

- 2. Bid Packages to be Submitted in Duplicate.** Bids must be placed in a sealed envelope/package marked as shown below on the front of the envelope/package. Bid packages must be submitted in duplicate on the proposed bid submittal forms as provided, and in the manner designated. The Board of Education requires one original bid package and two duplicate copies of the bid. The extra copies are necessary for processing of the bids. Bidders should also keep a complete copy of the bid packet, exactly as submitted.

Envelope Label Information:	District:	Commercial Township Board of Education
	Project:	Haleyville - Mauricetown School Media Center Alterations
	Bid Date:	Friday, June 5, 2020
	Bid Time:	1:00 PM
	Bidder :	Name of Company
		Address
		City, State Zip

Failure to properly label the bid envelope may be cause for the rejection of the bid.

The Board of Education does not accept electronic (e-mail) submission of bids.

3. BID OPENING MEETING

All bids will be publicly received and unsealed by the School Business Administrator/Board Secretary, opened in the Board Conference Room and read beginning one hour after the deadline for receipt of bids. No bids shall be received or accepted by the Board of Education after the advertised bid date and time. (N.J.S.A. 18A:18A:21(b))

BIDDING REQUIREMENTS

4. AFFIRMATIVE ACTION—EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS--EEO

The construction contractor shall complete and submit an Initial Project Workforce Report, **Form AA-201** upon notification of award by the board of education. Proper completion and submission of this Report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, **Form AA-202** once a month thereafter for the duration of the contract to the Department of Labor Workforce and Development and to the board of education Public Agency Compliance Officer.

All bidders should familiarize themselves with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE—EXHIBIT B. If awarded a contract, your company/firm will be required to comply with the above requirements.

All relevant questions should be related to: Department of Treasury
Division of Purchase and Property
Contract Compliance and Audit Unit
EEO Monitoring Program—PO Box 206
Trenton, New Jersey 08625-0206
(609) 292-5473

5. AMERICAN GOODS

In accordance with N.J.S.A. 18A:18A-20, only manufactured products of the United States, wherever available, and where possible are to be used with this project.

6. AMERICANS WITH DISABILITIES ACT

The contractor must comply with all provisions of Title II of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. S121.01 et seq. The Board of Education further recognizes that all specifications for the construction, remodeling or renovation of any public building shall provide facilities for the physically handicapped. Reference—N.J.S.A. 18A:18A-17.

It is further recommended that bidders are required to read the Americans with Disabilities language form that is included in these specifications. The form shall be signed to show agreement with the provisions of Title II of the Act and the provisions are to be made a part of the contract. The signed form shall be submitted with the bid proposal. The contractor is obligated to comply with the Act and to hold the owner harmless.

7. ANTI-BULLYING BILL OF RIGHTS-REPORTING OF HARASSMENT, INTIMIDATION AND BULLYING CONTRACTED SERVICE

The contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act- N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. The district shall provide to the contracted service provider a copy of the board's Anti-Bullying Policy.

In accordance with N.J.A.C. 6A:16-7.7 ©, a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

8. ANTI-DISCRIMINATION PROVISION-N.J.S.A. 10:2-1

N.J.S.A. 10:2-1 Antidiscrimination provisions. Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

a. In hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such

contractor or subcontractor, shall, by reason of race, creed, color, national discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of this contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all the money due or become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be constructed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise to P.L. 1985, c.490 (C. 18A:18A-51 et seq.).

9. ARCHITECT OR CONSTRUCTION DISPUTE; ALTERNATIVE DISPUTE RESOLUTION PROCESS

All disputes relating to construction contracts or relating to contract for engineers or architects, surveyors, design or skilled services relating to construction contracts for prompt payment issues shall be submitted to the following Alternative Dispute Resolution process ("ADR")

All disputes shall first be submitted to the architect of record, if there is one, for a determination. If thirty (30) days pass without a determination by the architect or determination is made that does not resolve the dispute, then the claims shall be submitted for non-binding mediation by a single mediator. The mediation shall be held where the project is located before a mediator who is mutually acceptable to the parties. The parties shall share the mediator's fees equally. If the dispute is submitted for mediation the neutral party involved must demonstrate knowledge of the Public School Contracts Law.

Nothing shall prevent either party from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation process, or to the formation of contracts.

The bidder further agrees to include a similar provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors to include similar mediation provisions in all agreements with subcontractors, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements. The arbitration of claims is expressly excluded under this contract.

If the parties cannot resolve their dispute through mediation process, the parties are free to file an action in the appropriate court of law.

10. BID GUARANTEE AND BONDING REQUIREMENTS

A. Bid Guarantee--N.J.S.A. 18A:18A-24

Bidders shall submit with their bid package a bid guarantee made payable to the Commercial Township Board of Education ("Board"). The guarantee shall be in the form of a certified check, cashier's check or bid

bond in the amount of 10% of the bid, but not in excess of \$20,000. Such deposit shall be forfeited upon refusal of a bidder to execute a contract. Any bid in the form of a check shall be returned when the contract is executed and surety (performance) bond filed with the Board of Education.

If the contract award is based on a daily or hourly rate or no total amount of contract can be determined, it shall be assumed the total contract amount will exceed \$20,000.00. Therefore, the bid bond amount will be in the amount of \$2,000.00 or 10% of \$20,000.00

The bid guarantee check for unsuccessful bidders, if requested, will be returned as soon after the bid opening as possible, but in no event later than (10) days after the bid opening.

Please note: Uncertified business checks, personal checks or money orders are not acceptable.

All bid bonds submitted must be signed and witnessed with original signatures. The Board will not accept facsimile or rubber stamp signatures on the bid bond. **Failure to sign the bid bond by either the Surety or Principal, and/or failure to submit the properly executed bid bond with the bid package, shall be deemed cause for disqualification and rejection of the bid.**

The Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the Power of Attorney. The Board of Education will only accept bid bonds from companies that are licensed and qualified to do business in the State of New Jersey. Such a list may be available upon request to the State of New Jersey, Department of Banking and Insurance, P.O. 040, Trenton, New Jersey 08625. **Failure to submit a properly executed bid guarantee shall be cause for disqualification and rejection of bid.**

Please note: The name, address and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to the Board of Education.

B. Certificate (Consent) of Surety—N.J.S.A. 18A:18A-25

Each bidder must submit with his bid a certificate from a surety company stating that the surety company will provide the contractor with a performance bond in an amount equal to the amount of the contract (N.J.S.A. 18A: 18A-25). Such surety company must be licensed and qualified to do business in the State of New Jersey. All certificate (consent) of surety documents must be signed with original signatures. The Board will not accept facsimile or rubberstamp signatures. The certificate (consent) of surety, together with a power of attorney must be submitted with the bid. Submission of a Consent of Surety which contains any prior conditions upon the Surety's issuance of the required Bonds (other than the award of the contract) may be cause for rejection of the bid.

Failure to sign the Certificate (Consent) of Surety by either the Surety or Principal, and/or failure to submit the properly executed Certificate (Consent) of Surety with the bid package, shall be deemed cause for disqualification and rejection of the bid.

C. Performance Bond--(N.J.S.A. 2A:44-143/2A:44-147)

The successful contractor shall furnish a Performance, Payment and Completion Bond in a sum of at least one hundred percent (100%) of the total amount payable by the terms of his Contract. Such written guarantee shall be made payable to the Commercial Township Board of Education and shall be in the form required by Statute. Attached to the performance bond shall be a Surety Disclosure Statement and Certification which shall be complete in all respects and duly acknowledged according to law. A model Surety Disclosure Statement and Certification is presented in the Appendix Section of this proposal. Such bond shall further carry a stipulation that no advance, premature, excessive or delayed payments by the Board shall in any way affect the obligation of the Surety on its bond.

Such bond shall further stipulate that no payments made to the contractor, nor partial or entire use of occupancy of the work by the Board shall be an acceptance of any work or materials not in accordance with this Contract and the Surety shall be equally bound to the same extent as the Contractor.

It is expressly stipulated that the Surety for the Contractor on the project shall be obligated to make periodic inquiries of the Board at reasonable times, to determine whether its Principal has performed or was performing the Contract in accordance with all of its terms and conditions, particularly in relation to the progress payments scheduled under said Contract with the Board.

In the event the Contractor defaults or fails to perform or finish the work prescribed under the Contract for any reason whatsoever, it shall become the unqualified obligation the Surety for the defaulting contractor to complete the Contract in accordance with its terms following receipt of notice from the Board of such default.

The Board shall only accept one payment and performance bond to cover this public works contract. The performance bond shall contain language as found in N.J.S.A. 2A:44-14. The bond form language is presented in the Appendix Section of this proposal.

Such Performance, Payment and Completion Bond shall be executed and delivered to the Board of Education when so requested by the Notice to Proceed Letter or within ten (10) days after the award of contract.

The Board of Education will only accept performance bonds from surety companies that are licensed and qualified to do business in the State of New Jersey, and if the amount of the bond is \$850,000 but not more than \$3.5 million, the surety shall hold a current certificate of authority, issued by the United States Secretary of the Treasury pursuant to 31 U.S.C. 9305. (N.J.S.A. 2A:44-143 (b))

Please note: The name, address, and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to the Board of Education and must be duly signed with original signatures.

When applicable, for multi-year contracts and for extension of contracts, the Performance Bond may be re-submitted each year on the contract anniversary date for one hundred percent (100%) of the contract amount.

11. BID PROPOSAL FORM

All bids are to be written in by typewriter or ink in a legible manner on the official Bid Proposal Form. Any bid price showing any erasure or alteration must be initialed by the bidder in ink, at the right margin next to the altered entry. Failure to initial any erasure or alteration may be cause to disqualify that particular bid entry. If the disqualified entry is a required one, the entire bid may be subject to rejection, so please fill out all entries with care.

Business Organization

Each Bid Proposal Form must give the full business address, business phone, fax, e-mail, the contact person of the bidder, and be signed by an authorized representative as follows:

- Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.

- Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
- Bids by sole-proprietorship shall be signed by the proprietor.
- When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

The Bid Proposal Form must be duly signed by the authorized representative of the company, at the end of the Bid Proposal Form. Failure to sign the Bid Proposal Form may be cause to disqualify the entire bid. If the Bid Proposal Form contains more than one sheet, then bidders are requested to affix the company name and address on each intervening sheet between the front sheet and the signature sheet which already bear the company information.

The Board of Education will not consider any bid on which there is any alteration to, or departure from, the bid specifications. Bidders are not to make any changes on the Bid Proposal Form, or qualify their bid with conditions differing from those defined in the contract documents. If bidders do make changes on the Bid Proposal Form, except as noted above for initialed clerical mistakes, it may be cause to disqualify that particular bid as non-responsive. (N.J.S.A. 18A:18A-2(y))

The bidder also conveys by submitting a bid that the company he represents is financially solvent, experienced in and competent to perform the type of work so specified.

12. BIDDER'S RESPONSIBILITY FOR BID SUBMITTAL

It is the responsibility of the bidder to ensure that their bid is presented to the Board of Education and officially received before the advertised date and time of the bid. It is understood and agreed upon that any person in the Board of Education will be absolved from responsibility for the premature opening of any bid not properly labeled and sealed. Failure to properly label the bid envelope may be cause for the rejection of the bid.

13. BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

Pursuant to N.J.S.A. 52:32-44 as amended, all bidders shall submit with their bid package a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey. Failure to provide the New Jersey Business Registration Certification prior to the award of contract, will be cause for the rejection of the entire bid.

The Commercial Township Board of Education requests that all respondents for this bid/proposal submit a current New Jersey Business Registration Certificate with the bid/proposal.

All respondents are urged to submit with their response, a copy of their firm's New Jersey Business Registration Certificate. Failure to submit the Business Registration Certificate prior to the award of contract will result in the rejection of the bid/proposal.

Goods, Services and Construction Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors:

A contractor shall provide the contracting agency with the business registration of the contractor and that of any named subcontractor prior to the time a contract, purchase order, or other contracting document is awarded or authorized. At the sole option of the contracting agency, the requirement that a contractor

provide proof of business registration may be fulfilled by the contractor providing the contracting agency sufficient information for the contracting agency to verify proof of registration of the contractor, or named subcontractors, through a computerized system maintained by the State.

A subcontractor named in a bid or other proposal made by a contractor to a contracting agency shall provide a copy of its business registration to any contractor who shall provide it to the contracting agency pursuant to the provisions of subsection b. of this section. No contract with a subcontractor shall be entered into by any contractor under any contract with a contracting agency unless the subcontractor first provides the contractor with proof of a valid business registration. For bids and requests for proposals, the contracting agency must retain the proof of business registration in the file where documents relating to the contract are maintained. For all other contracts, proofs of business registration shall be maintained in an alphabetical file.

The contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for construction of a construction project under the contract. A contracting agency shall not be responsible for a contractor's failure to comply with this subsection.

A contractor or a contractor with a subcontractor that has entered into a contract with a contracting agency, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L.1966, c.30 (C.54:32B-1 et seq.) on all their taxable sales of tangible personal property delivered into this State.

All respondents are urged to submit with their response, a copy of their firm's New Jersey Business Registration Certificate. Failure to submit the Certificate prior to the award of contract will result in the rejection of the proposal.

14. CHALLENGES TO BID SPECIFICATIONS (N.J.S.A. 18A:18A-15)

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the School Business Administrator/Board Secretary no less than three (3) days prior to the opening of bids. Challenges filed after that date shall be considered void and having no impact on the Board of Education or the award of a contract.

15. CHANGE ORDERS (N.J.A.C. 6A:26-4.9 et seq.) (N.J.A.C. 5:30-11.1 et seq.)

Board of Education Approval Required; Prior to Issuance of Change Order (N.J.A.C. 5:30-11.2)

Change orders may be approved by the Board of Education in an amount up to twenty percent (20%) when necessitated by one of the following:

- Emergencies consistent with N.J.S.A. 18A:18A-7;
- Unforeseeable physical conditions; or
- Minor modification to the project/scope that achieve cost savings, improve service or resolve construction conditions.

Division of Finance (NJDOE) Approval

All other change orders shall be approved by the Division of Finance (NJDOE) when extraordinary circumstances exist such as:

- Change order amounts greater than twenty percent (20%);
- Change orders that eliminate or affect the project scope; or

- Change orders that affect the number, size, configuration, location or use of educational spaces.

Contractors are prohibited to perform any change order unless so directed in writing by the Board of Education.

16. CONTRACTS

A. Award of Contract; Rejection of Bids

The contract shall be awarded, if at all, to the lowest responsible bidder as determined by the Board of Education. The Board of Education reserves the right to reject any or all bids as authorized by the Public School Contracts Law, and to waive any informalities the Board feels are in the best interests of the Board.

Award the Contract or Reject All Bids--Sixty (60) Days

Pursuant to N.J.S.A. 18A:18A- 36 (a), the Board of Education shall award the contract or reject all bids within sixty (60) days of the advertised date and time, except that bids of any bidders who consent thereto may, at the request of the board, be held in consideration for such longer period as may be agreed.

B. Equal Prices

Pursuant to N.J.S.A. 18A:18A-37(d) when two or more bidders submit equal prices and the prices are the lowest responsible bids, the Board may award the contract to the vendor whose response, in the discretion of the Board, is the most advantageous, price and other factors considered.

C. Return of Contracts and Related Contract Documents

Upon written notification of award of contract by the Board of Education, the contractor shall sign and execute a formal contract agreement between Board of Education and Contractor and return the executed contracts along with:

1. Performance Bond in the total amount of the contract.
2. Insurance Certificate with the Board of Education named as an additional insured.
3. Affirmative Action Form AA-201 - Initial Project Workforce Report - Yellow copy.
4. Other required documents as may be outlined in bid specifications.

The above documents may also be required for submission with the official Notice to Proceed. The contracts and related documents shall be returned to the Office of the School Business Administrator/Board Secretary within ten (10) days of receipt of notification. Failure to execute the contract and return said contract and related required documents within the prescribed time may be cause for the annulment of award by the Board with the bid security becoming property of the Board of Education.

D. Alterations of Contract

The Board of Education reserves the right to alter or amend the contract by adding to or subtracting from the work herein specified, such additions or omissions being done under the general conditions of these specifications and the terms of the Contract. No changes shall be permitted from the specifications except that the same be in writing and the amount of the extra compensation or credit stipulated therein. Refer to Change Order Section.

E. Term of Contract

The contractor, to whom the contract is awarded, will be required to do and perform the work/services and to provide and furnish the materials in connection therewith in accordance with the plans and specifications on or before the date listed in the Technical Specifications.

F. Purchase Order Required

No contractor shall commence any public works project until he is in receipt of an approved purchase order authorizing work to begin. (See Notice (Authorization) to Proceed)

17. CONTRACTOR'S REGISTRATION EVIDENCE

A. Valid Certificate – Receipt of Bid

All contractors must adhere to the provisions of the Public Works Contractor Registration Act – N.J.S.A. 34:11-56.48 et seq. The PWCRA requires that “No contractor shall bid on any contract for public work unless the contractor is registered pursuant to this act.” The law requires that all contractors and sub-contractors named in the bid possess a valid certificate at the time the bid is received by the contracting unit, in this case the Board of Education.

B. Submission of Certificate – Receipt of Bid--Requested; Prior to Award-Mandatory

All bidders **are requested** to submit with the bid package or prior to the award of contract, a current Public Works Contractor Registration Certificate that was issued prior to the receipt of the bid.

The contractor who most likely is to be considered for the contract award, must submit a copy of the current Public Works Contractor Registration Certificate, and if applicable, copies of certifications of all listed subcontractors, prior to the award of contract. **If the contractor fails to provide copies of certificates prior to the award of contract, the bid may be rejected as non-responsive.**

For more information contact: Contractor Registration Unit
Division of Wage and Hour Compliance
New Jersey Department of Labor & Workforce Development
PO Box 389
Trenton, New Jersey 08625-0389
Tel: 609-292-9464 / Fax: 609-633-8591
E-mail: wage.hour@dol.nj.gov
Web site: www.ldw.dol.state.njus/labor/wagehour/content/contact_us.html

18. CONTRACTORS/VENDOR REQUIREMENTS-OFFICE OF THE NEW JERSEY STATE COMPTROLLER

Contractors/vendors doing business with the board of education are reminded of the following legal requirements pertaining to the Office of the New Jersey State Comptroller:

A. Access to Relevant Documents and Information—N.J.S.A. 52:15C-14 (d)

Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary. If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

B. Maintenance of Contract Records—N.J.A.C. 17:44-2.2

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

The contractor/vendor to whom a contract has been awarded, shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

19. CRIMINAL HISTORY BACKGROUND CHECKS - (NOT USED)

20. DEBARMENT, SUSPENSION, OR DISQUALIFICATION – (N.J.A.C. 17:19-4.1)

The Board of Education will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report (www.state.nj.us/treasury/debarred) or the Federal System for Award—SAM.gov.

All bidders are required to submit a sworn statement indicating whether or not the bidder is, at the time of the bid, included on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List or the State of New Jersey Consolidated Debarment Report, or the Federal Debarred Vendor List-- Excluded Parties List System, through the System for Award Management portal—SAM.gov.

21. DOCUMENTS, MISSING/ILLEGIBLE

The bidder shall familiarize himself with all forms provided by the Board that are to be returned with the bid. If there are any forms either missing or illegible, it is the responsibility of the bidder to contact the School Business Administrator/Board Secretary during regular business hours or the architect of the project as outlined in the bid advertisement for duplicate copies of the forms. This must be done before the bid date and time. The Board accepts no responsibility for duplicate forms that were not received by the bidder in time for the bidder to submit with his bid.

*Forms provided by the Board of Education that must be returned with bid are referenced in the proceeding checklist.

22. DOCUMENT SIGNATURES – ORIGINAL; BLUE INK

All documents returned to the Board shall be signed in ink (blue) with an original signature. Failure to sign and return all required documents with the bid package may be cause for disqualification and for the bid to be rejected pursuant to N.J.S.A. 18A:18A-2(y) (non-responsive). The Board will not accept facsimile or rubber stamp signatures.

Checklist of Required Documents (Forms Provided in Bid Package)

- Acknowledgement of Addenda
- Bid Proposal Form
- Notice of Classification Form
- Chapter 271 Political Disclosure Form
- Contractor Questionnaire/Certification
- Contractor's Registration Certification
- Equipment Certification
- Iran Disclosure of Investment Activities
- Non-Collusion Affidavit
- Prequalification Affidavit

- Prevailing Wages Certification
- Statement of Ownership Disclosure
- Subcontractor's Disclosure Statement
- Sworn Contractor Certification; Qualifications and Credentials
- DPMC Form 701 Total Uncompleted Projects
- Certification of Site Visit
- No Material Change of Circumstances Certificate
- Americans Disabilities Act
- Bid bond, certified check or cashier's check

Please check your bid package for these forms!

Reminder – Original Bid and One Copy of Bid Package

Bid packages are to be submitted in duplicate on the proposed forms as provided and the manner designated. The Board of Education will accept one original bid package and two copies of the bid package.

23. EQUIPMENT CERTIFICATION (N.J.S.A. 18A:18A-23)

Each bidder shall provide a certification showing that he owns, leases or controls all the necessary equipment required by the specifications. If the bidder is not the actual owner or lessee of any such equipment, he shall submit a certificate stating the source from which the equipment will be obtained and shall obtain a certificate from the owner and person in control of the equipment, definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary.

The certificates are to be submitted with the bid. If the contract involves the installation of a manufactured system which requires the contractor to have special knowledge or training, or to be specifically certified by the manufacturer to install their system, this form is used to submit such required evidence of the bidder's approval from the manufacturer.

24. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT

The bidder, by submitting a bid, acknowledges that he has carefully examined the bid specifications, documents, addenda (if any), and the site; and that from his investigation, he has satisfied himself as to the nature and location of the work, the general and local conditions and all matters which may in any way affect the work or its performance, and that as a result of such examination, he fully understands the intent and purpose thereof, his obligations thereunder, and that he will not make any claim for, or have any right to damages, because of the lack of any information.

Each bidder submitting a bid for a service contract shall include in his bid price all labor, materials, equipment, services, and other requirements necessary, or incidental to, the completion of the work, and other pertinent work as hereinafter described, in accordance with the bid specifications and documents.

25. FALSE MATERIAL REPRESENTATION – (N.J.S.A. 2C:21-34-97(b))

A person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award or performance of a government contract. If the contract amount is for \$25,000.00 or above, the offender is guilty of a crime of the second degree. If the contract amount exceeds \$2,500.00, but is less than \$25,000.00, the offender is guilty of a crime of the third degree. If the contract amount is for \$2,500.00 or less, the offender is guilty of a crime of the fourth degree.

Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

26. FORCE MAJEURE

Neither party shall be liable in damages for any failure, hindrance or delay in the performance of any obligation under this Agreement if such delay, hindrance or failure to perform is caused by conditions beyond the control of either party, including, but not limited to, Acts of God, flood, fire, war or the public enemy, explosion, government regulations whether or not valid (including the denial or cancellation of any export or other necessary license), court order, state funding, or other unavoidable causes beyond the reasonable control of the party whose performance is affected which cannot be overcome by due diligence.

Vendors, and/or contractors who have a contract with the Board of Education to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

27. INSURANCE AND INDEMNIFICATION

The bidder to whom the contract is awarded for any service work or construction work shall secure, pay the premiums for and keep in force until the contract expires, insurance of the types and amounts as listed:

General Liability	\$2,000,000. General Aggregate
	\$1,000,000. Products
	\$1,000,000. Bodily Injury, Property Damage & Personal Injury Combined
	\$1,000,000. Each Occurrence
	\$ 100,000 Pollution Cleanup
	\$ 50,000 Fire Damage
	\$ 5,000. Medical Expense
Excess Umbrella Liability	\$4,000,000
	\$1,000,000 Sexual Harassment
Comprehensive Automobile Liability Coverage	\$1,000,000 Combined Single Limit Bodily Injury/ Property Damage

(A) Insurance Certificate – When Required

- The contractor must present to the Board of Education an insurance certificate in the above types and amounts before any work or service begins.
- Automobile liability insurance coverage shall be included for any vehicle used by the Contractor.
- Additional Insured Claim – The contractor must include the following clause on the insurance certificate. **“Commercial Township Board of Education is named as an additional insured”**

- The certificate holder shall be as follows:

Commercial Township Board of Education

c/o The Business Office
1308 North Avenue
Port Norris, NJ 08349

OTHER INSURANCES

Workers Compensation: Evidence of adequate Workers Compensation Insurance as required by the laws of the State of New Jersey and the United States, must be available for perusal. The minimum limits are the following unless a greater amount is required by law:

Bodily Injury by Accident	\$1,000,000. Each Accident
Bodily Injury by Disease	\$1,000,000. Policy Limit
Bodily Injury by Disease	\$1,000,000. Each Employee
Contract Liability	Same as General Liability

(B) Indemnification

The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the Board and its agents, employees and Board members, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses (including, but not limited to, attorney's fees) in connection therewith on account of the loss of life or property or injury or damage to any person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract or the performance of services by the contractor under the agreement or by a party for the whole contract is liable. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

The Contractor is to assume all liability of every sort incident to the work, including property damage caused by him or his men or by any subcontractor employed by him or any of the subcontractor's men.

(C) Builder's Risk

The contractor shall obtain and pay for within their bid, a Builder's Risk Policy providing coverage for all risk of physical loss or damage to the property in an amount equal to the total project value, less excavations and foundations.

The policy must be maintained for the duration of the project from the beginning of construction until:

- (i) written acceptance by architect, or substantial completion, and
- (ii) a temporary certificate of occupancy or certificate of occupancy has been issued.

A copy of the policy must be delivered to the Board of Education before construction begins. All of the contractor's policies, with the exception of workers' compensation, shall be endorsed naming the Board of Education, its elected and appointed officials, and employees as additional insureds. The contractor must also name the State of New Jersey, the NJSDA, the NJDOE, and the architect and staff as additional insured with respect to the work.

28. INTERPRETATIONS AND ADDENDA (N.J.S.A. 18A:18A-21(c) (2))

No interpretation of the meaning of the specifications will be made to any bidder orally. Every request for such interpretations should be made in writing to the School Business Administrator/Board Secretary and must be received at least ten (10) business days prior to the date fixed for the opening of bids to be given consideration. Any and all interpretations and any supplemental instructions will be distributed in the form of written addenda to the specifications. The addenda will be provided in accordance with N.J.S.A. 18A:18A-21(c)(2) to the bidder by certified mail or certified fax no later than seven (7) days, Saturdays,

Sundays, or holidays excepted prior to the date for acceptance of the bids. All addenda so issued shall become part of the contract document.

29. IRAN DISCLOSURE OF INVESTMENT ACTIVITIES- (N.J.S.A. 18A:18A-49.4)

The Commercial Township Board of Education, pursuant to N.J.S.A. 18A:18A-49.4, shall implement and comply with Public Law 2012, c.25, Disclosure of Investment Activities in Iran—N.J.S.A. 52:32-55 et seq.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract, must complete a certification attesting, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Divisions website <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

If the Board determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran under section 4 of P.L.2012, c.25 (C.52:32-58), the board shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59).

In addition, bidders must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes on the lower portion of the enclosed form.

The Board has provided within the specifications, a Disclosure of Investments Activities certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the board, to complete, sign and submit with the proposal.

Failure to complete, sign, certify and submit the Disclosure of Investment Activities in Iran form with the bid/proposal shall be cause for rejection of the proposal.

30. LIABILITY – COPYRIGHT

The contractor (vendor) shall hold and save the Board of Education, its officials and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.

31. LIQUIDATED DAMAGES

The contractor agrees to substantially complete this public works project to the complete satisfaction of the Board of Education by the stated contract completion date or within the number of working days so specified in the contract.

Failure to complete the project within the specified time frame or contract completion date shall lead to the Board of Education assessing liquidated damages against the contractor in accordance with and pursuant to N.J.S.A. 18A:18A-41 and 18A:18A-19.

For each calendar day thereafter that the work included under this contract remains uncompleted in accordance with the provision of the contract or not completed to the satisfaction of the Board of Education, the Board shall assess liquidated damages as follows:

<u>Amount of Contract</u>	<u>Range of Amount</u>	<u>Liquidated Damages</u>
\$	20,000 and less than \$ 50,000	\$ 200.00 per calendar day
	50,001 and less than \$ 100,000	300.00 per calendar day
	100,001 and less than \$ 250,000	500.00 per calendar day
	251,001 and less than \$ 500,000	1,000.00 per calendar day
	500,000 and less than \$1,000.00	2,000.00 per calendar day
	1,000,000 and over	2,500.00 per calendar day

The Board may assess liquidated damages by deducting the amount from monies which may due or become due to the contract.

The Board may also assess the contractor additional damages for costs the Board may incur because each day the project remains uncompleted. These costs include but are not limited to:

- Construction management fees
- Architect/engineer fees
- District administrative costs
- Any inspector or inspectors necessarily employed by the Board of Education on the work, for any number of days in excess of the number allowed in the specifications

The Board of Education may also assess against all monies owed to the contractor, liquidated damages for the violation of any terms and conditions of the contract or agreement by the contractor or the failure to perform said contract or agreement in accordance with its terms and conditions or the terms or conditions of the "Public School Contracts Law," in accordance with and pursuant to N.J.S.A. 18A:18A-19 and 18A:18A-41.

32. MAINTENANCE BONDS

The condition of this obligation is such that if the successful contractor shall indemnify and hold harmless the Board of Education from and against all losses, costs, damages and expenses, whatsoever, which the Board may suffer or compelled to pay by reason of the failure of the successful contractor to indemnify the Board against defects in construction for a period of two (2) years after the completion of the work.

33. NON-COLLUSION AFFIDAVIT (N.J.S.A. 52:34-15)

A notarized Non-Collusion Affidavit shall be submitted with the bid/proposal. The bidder/respondent has to certify that he has not directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named bid, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Board of Education relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said bid.

The respondent has to further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by the respondent.

The Commercial Township Board of Education has provided a Non-Collusion Affidavit form here within the specifications package. All respondents are to complete, sign, have the signature notarized and submit the form with the proposal response.

Failure to submit the Non-Collusion Affidavit with the proposal may be cause for the disqualification of the proposal.

34. NOTICE (AUTHORIZATION) TO PROCEED (N.J.S.A. 18A:18A-36(b))

The contractor shall not perform any work, or provide any services, materials, supplies until a Notice (Authorization) to Proceed is received from the Board of Education (N.J.S.A. 18A:18A-36(b)).

The Board of Education only recognizes the receipt by the contractor of an approved signed purchase order as a Notice to Proceed. No word of mouth, phone, fax, e-mail, letter or other form of communication to proceed is a valid Notice to Proceed.

It is the intention of the Board to officially notify the Contractor, to whom the contract was awarded, through a Notice to Proceed letter issued by the School Business Administrator/Board Secretary. A purchase order will accompany the Notice to Proceed letter. The contractor shall submit certain documents to the Board as so requested in the Notice to Proceed letter.

35. PAYMENTS

Every effort will be made to pay vendors and contractors within thirty (30) to sixty (60) days provided the Board of Education receives the appropriate documentation including but not limited to:

- Signed voucher by vendor
- Packing slips
- Invoices

Payment will be rendered upon completion of services or delivery of full order to the satisfaction of the Board of Education, unless otherwise agreed to by written contract or mandated by State Law*. The Board may, at its discretion make partial payments.

All payments are subject to approval by the Board of Education at a public meeting. Payment may be delayed from time to time depending on the Board of Education meeting schedule.

* See N.J.S.A. 18A:18A-40.1--Public Works Contracts

36. PAYMENT, PARTIAL, WITHHOLDING

A. Contract Thresholds; Partial Payments/Withholding

1. Contracts – Less than \$100,000 – Lump Sum Payment

Public works contracts less than \$100,000 shall be paid in one lump total sum, upon completion of the project and to the satisfaction of the Board of Education. (Ref. N.J.S.A. 18A:18A-40.1)

2. Contracts – Exceeding \$100,000 – Monthly Payments

Public works contracts that exceed \$100,000 shall be paid with partial payments on a monthly basis on work that was completed to the satisfaction of the Board of Education. (Ref. N.J.S.A. 18A:18A-40.1)

3. Withholding of Monies – Percentage to be Withheld

The Board of Education shall withhold the following percentages of outstanding balances of monies owed to contractors:

- Balances Exceeding \$500,000 -- Two (2%) Per Cent
- Balances Less than \$500,000 -- Five (5%) Per Cent

The amounts withheld shall be returned to the contracts upon fulfillment of the terms of the contract. (Ref. N.J.S.A. 18A:18A-40.1)

B. Prompt Payment

The Board of Education will provide payment in accordance with the “Prompt Payment” law as codified in N.J.S.A. 2A:30A-1 et seq. All payments to contractors are subject to approval by the Board of Education at a public meeting.

All bills submitted to the Board for approval and payment pursuant to N.J.S.A. 2A:30A-1 et seq. must comply with the following provisions. The “billing date” shall be the date that the contractor signs the certification on the voucher/purchase order that the work has been performed. These bills include all bills for improvements to real property and contracts for engineers, architects, surveyors, design or skilled services relating to construction work.

Bills that are required to be approved by an engineering or architecture firm (prior to submission to the Board for approval) for purposes of confirmation of successful completion of construction work, shall be approved or disapproved within twenty (20) days of submission of same to the architect or engineer. If bills are disapproved or monies withheld from payment, the notice of the reason for same shall be given within the same twenty (20) days to the contract.

The Board must approve payment of all bills. For the Board to consider a bill for approval it must be submitted to the School Business Administrator/Board Secretary at least two weeks prior to a scheduled/or re-scheduled Board meeting date. If the Board, or any agent or officer of the Board, determines that the bill is not approved then notice of the disapproval shall be sent to the contractor with five (5) days of the Board meeting on which the bill was listed for approval. If the bill is approved by the Board, then payment shall be made to the contractor with seven (7) days of the Board meeting as per the “payment cycle.”

Release of Liens

Neither the final payment nor any part of the retained percentage shall become due until the Contractor delivers to the Board of Education a complete Release of all Liens arising out of this Contract and an affidavit that so far as he has knowledge or information, the releases include all labor and material for which a lien could be filed, but the Contractor may, if any subcontractor refuses to furnish a release in full, furnish a bond satisfactory to the Board of Education, to indemnify him against any liens. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Board of Education all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fees

37. PERFORMANCE REVIEW—REPORT BY THE SCHOOL BUSINESS ADMINISTRATOR

Pursuant to N.J.S.A. 18A:18A-15, the School Business Administrator, upon completion of every contract for public work that exceeds \$20,000, shall report to the department as to the contractor's performance, and shall also furnish such report from time to time during performance if the contractor is then in default.

38. POLITICAL CONTRIBUTIONS DISCLOSURE – REQUIREMENTS

Annual Disclosure

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005 c.271 s.3) if the business entity receives contracts in excess of \$50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement commission at 1-888-313-3532 or at www.elec.nj.us.

Chapter 271 Political Contribution Disclosure Form

Business entities (excluding those that are not non-profit organizations) receiving contracts in excess of \$17,500 from a board of education, are subject to the provisions of N.J.S.A. 19:44A-20.26. The law and rule provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:

of the public entity awarding the contract

of that county in which that public entity is located

of another public entity within that county

or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county.

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

The Commercial Township Board of Education has provided a Chapter 271 Political Contribution Disclosure Form within the specifications package for use by the business entity. The Board has also provided a list of agencies to assist the contractor. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed Chapter 271 Political Contribution Disclosure form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

POLITICAL CONTRIBUTIONS/AWARD OF CONTRACTS

Pursuant to N.J.A.C. 6A:23A-6.3 (a) (1-4) please note the following:

Award of Contract -- Reportable Contributions -- N.J.A.C. 6A:23A-6.3 (a) (1)

"No board of education will vote upon or award any contract in the amount of \$17,500 or greater to any business entity which has made a contribution reportable by the recipient under N.J.S.A. 19:44A-1 et seq. to a member of the board of education during the preceding one year period.

Contributions During Term of Contract -- Prohibited -- N.J.A.C. 6A:23A-6.3 (a) (2-3)

"Contributions reportable by the recipient under P.L. 1973, c.83 N.J.S.A. 19:44A-1 et seq. to any member of the school board from any business entity doing business with the school district are prohibited during the term of the contract."

"When a business entity referred in (a) (2) above is a natural person, contribution by that person's spouse or child that resides therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity."

Chapter 271 Political Contribution Disclosure Form -- Required -- N.J.A.C. 6A:23A-6.3 (a)

All business entities shall submit with their bid/proposal package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the Board to determine whether the business entity is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a) (2) Award of Contract.

It is noted that the disclosure requirements set forth in Section 2 of P.L. 2005 c. 271 (N.J.S.A. 19:44A-20.26) also shall apply when the contract is required by law to be publicly advertised for bids.

39. PRE-BID MEETINGS (Not Used)

40. PRE-QUALIFICATION OF BIDDERS

A. Pursuant to N.J.S.A. 18A:18A-26, 27 et seq., all bidders on any contract for public work(s) which the entire cost of the contract exceeds \$20,000.00, must be pre-qualified by the Department of Treasury, Division of Property Management and Construction, as to character and amount of public work on which they may submit bids. No person shall be qualified to bid on any public work contract with the Board if he has not submitted a statement to the Department of Treasury, Division of Property Management and Construction which fully develops the financial ability, adequacy of plant and equipment, organization and prior experience of the prospective bidder, and such other pertinent and material facts, within a period of one year preceding the date of opening of the bids for such contract.

B. Prequalification Affidavit- No Material Adverse Change

Every pre-qualified bidder must submit with his bid, a notarized affidavit setting forth the type of work and the amount of work for which he has been qualified, that there has been no material adverse change in his qualification information, the total amount of completed work on contracts at the time and date of the classification. **Any bid not including a copy of this affidavit shall be rejected as being non-responsive to bid requirements.** (N.J.S.A. 18A:18A-32)

C. All bidders shall furnish satisfactory evidence that he and his subcontractors have sufficient means and experience in the type of work to complete the project in accordance with the bid specifications. A subcontractor listing and bidder's personnel and experience sheet shall be submitted to the Board as part of the bidding documents. Where the bidder intends to subcontract any portion of the project, the cost of which will exceed \$20,000.00, the sub-contractor shall be pre-qualified to perform the work and the bidder shall submit the requisite documentation pertaining to the sub-contractor in accordance with Paragraphs A and B above. The Board may make such additional investigations as it deems necessary to determine the ability, competence and financial responsibility of the bidder to perform the work. The bidder shall furnish the Board with the information and data for this purpose upon request. The Board reserves the right to reject any bid if the information fails to establish to the Board's satisfaction that the bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated here.

D. Notice of Classification (For Contracts Exceeding \$20,000) (N.J.S.A. 18A:18A-26 et seq.)

Each bidder shall submit with his/her bid a copy of a valid and active Notice of Classification letter issued by the Department of Treasury, Division of Property Management and Construction as appropriate to the nature of the bid. **Any bid submitted to a school board under the terms of New Jersey Statutes not including a copy of a valid and active classification letter shall be rejected as being non-responsive to bid requirements.**

"The Board of Education, through its authorized agent, shall upon completion of the contract report to the State agency listed on the pre-qualification/classification letter as to the contractor's performance and shall furnish such report from time to time during performance if the contractor is then in default".

E. Uncompleted Contracts (For Contracts Exceeding \$20,000) (N.J.A.C. 17:19-2.13)

The Board also requires that each bidder submit with his bid a certified Total Amount of Uncompleted Contracts form as prescribed by law. (Form DPMC 701). **Failure to submit this document may lead to having the bid rejected as non-responsive.**

41. PREVAILING WAGES: CONSTRUCTION, ALTERATIONS, REPAIRS

The State of New Jersey Prevailing Wage Act, Chapter 150 Laws of 1963 with applicable statewide wage rates and for the wage rates for the county of the location of the school district, as published by the

Department of Labor and Workforce Development in conformance with N.J.S.A. 34:11-56.25 et seq., may be included in these bid contract documents. Copies of these wage rates may be obtained from the State Department of Labor and Workforce Development, and/or viewed at <http://lwd.dol.state.nj.us/> the Prevailing Wages Determination Section.

Compliance with New Jersey Prevailing Wage Act

Every contractor and subcontractor performing services in connection with this project, shall pay all workers a wage rate not less than the published prevailing wage rates, for the locality the work is being performed, as designated by the New Jersey Department of Labor and Workforce Development.

Certified Payrolls

Every contractor agrees to submit to the Board of Education a certified payroll for each payroll period within ten (10) days of the payment of wages. The contractor further agrees that no payments will be made to the Contractor by the Board of Education, if certified payrolls are not received by the board. It is the Contractor's responsibility to insure timely receipt by the district of certified payrolls.

Submission of Affidavit

Before final payment, the contractor shall furnish the Board of Education with an affidavit stating that all workers have been paid the prevailing rate of wages in accordance with State of New Jersey requirements. The contractor shall keep an accurate record showing the name, craft, or trade and actual hourly rate of wages paid to each workman employed by him in connection with this work. Upon request, the Contractor(s) and each Subcontractor shall file written statements certifying to the amounts then due and owing to any and all workmen for wages due on account of the work. The statements shall be verified by the oaths of the Contractor or Subcontractor, as the case may be.

Posting of Prevailing Wages

The contractor and subcontractor shall post the prevailing wage rates for each craft and classification involved in the work, including the effective date of any changes thereof, in prominent and easily accessible places at the Site of the work and in such place or places as used to pay workmen their wages. Ref. 18A:7G-23 and N.J.S.A. 34:11-56.32.

Prevailing Wages Certification—Submission with Bid

The bidder shall submit a Prevailing Wages Certification with its bid package.

Non-compliance Statement

If it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the Board of Education, may begin proceedings to terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable for any excess costs occasioned thereby to the public body.

42. QUALIFICATION OF BIDDERS - Contractor Questionnaire Certification Form

The Board of Education may make such investigations as it seems necessary to determine the ability of the bidder to perform the terms of the contract. The bidder shall complete a Contractor Questionnaire Certification Form and return same with the bid and shall furnish all information to the Board as the Board may require to determine the contractor's ability to perform the duties and obligations as outlined in these specifications.

All bidders are reminded that bids may be rejected as not being responsive pursuant to N.J.S.A. 18A:18A-2(y) and therefore bidders are asked to complete the Questionnaire and to provide any supporting documentation with the bid package.

43. RESIDENT CITIZENS; PREFERRED IN EMPLOYMENT ON PUBLIC WORKS CONTRACTS

All bidders are to familiarize themselves with N.J.S.A. 34:9-2, which requires the contractor of any public work project to give preference in employment on the project, to citizens of the state of New Jersey. If the terms and conditions of N.J.S.A. 34:9-2 are not complied with, the contract shall be voidable. The Board is obligated to file with the Commissioner of Labor, the names and addresses of all contractors holding contracts with this project.

44. RENEWAL OF CONTRACT; AVAILABILITY AND APPROPRIATION OF FUNDS

The Board of Education may, at its discretion, request that a contract that is subject to renewal, be renewed in full accordance with N.J.S.A. 18A:18A-42. The School Business Administrator/Board Secretary, may negotiate terms for a renewal of contract bid and present such negotiated bid to the Board of Education. The Board of Education is the final authority in awarding renewals of contracts. All multi-year contracts and renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation.

45. RIGHT TO KNOW LAW

All potentially hazardous materials or substances must be properly labeled in full accordance with the New Jersey Right to Know Law - N.J.S.A. 34:5A-1 et seq. All contractors or vendors who need additional information about the New Jersey Right to Know Law are to contact the:

New Jersey Department of Health and Senior Services
Right to Know Program
CN 368
Trenton, New Jersey 08625-0368
www.nj.gov/health/workplacehealthandsafety/right-to-know/

NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-2 et seq.). All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s) pursuant to N.J.A.C. 8:59-5. "Container" means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, cans, cylinders, drums and cartons. (N.J.A.C. 8:59-1.3).

Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished. All containers which are stored at owner facilities by subcontractors shall display RTK labeling. Vendors with questions concerning labeling should contact the New Jersey Department of Health and Senior Services Right to Know Program for assistance in developing proper labels.

46. STATEMENT OF OWNERSHIP (N.J.S.A. 52:25-24.2)

Statement of Ownership

No business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited

liability partnerships, sole proprietorship, and Subchapter S corporations. **Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.**

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is required.

47. SUBCONTRACTING: Subcontractor Disclosure Statement

Pursuant to N.J.S.A. 18A:18A-18(b) any bidder who bids for the overall contract and who will subcontract the following work, if needed:

- Refrigeration, heating and ventilating systems and equipment;
- Electrical work, tele-data, fire alarm or security systems; and

The bidder shall identify the subcontractor that will be used on the form provided by the school district.

Qualified Subcontractors

If the cost of the work done by the subcontractors exceeds \$20,000.00, then said contractor shall be qualified in accordance with Article 6 N.J.S.A. 18A:18A-26 et seq. For those subcontractors in the four branches listed above, the bidder shall supply proof that the subcontractor is qualified by submitting with the bid the subcontractor's:

- Notice of Classification Form
- Total Amount of Uncompleted Contractor's Form—Certified (Form DPMC 701)

For all other subcontractors who will perform work valued in excess of \$20,000.00, the bidder shall submit the evidence of the subcontractor's qualifications listed above within ten (10) days of receipt of notice of the award of contract.

Documents to be Submitted: All Subcontractors

The prime contractor (bidders) who will be using a subcontractor on any part of this bid, shall identify the subcontractor(s) on the appropriate form and submit with the bid package the following subcontractor documents at the time indicated in the box below:

<u>SUBCONTRACTOR DOCUMENT SUBMISSIONS</u>		
Estimated Value of Contract – Subcontractor	For Subcontractors in the four major branches listed above: <i><u>Submit With Bid</u></i>	For all other Subcontractors: <i><u>Submit Within ten (10 Days of Receipt of Notice of Award)</u></i>
\$2,000 through \$5,999	Contractor's Registration Certificate	
\$6,000 through \$17,499	Contractor's Registration Certificate New Jersey Business Registration Certificate	
\$17,500 through \$19,999	Contractor's Registration Certificate New Jersey Business Registration Certificate Chapter 271 Political Contribution Disclosure Form	
\$20,000 or more	Contractor's Registration Certificate New Jersey Business Registration Certificate Chapter 271 Political Contribution Disclosure Form Notice of Classification Total Amount of Uncompleted Contracts -- Certified	

Failure to identify in the Subcontractor's Disclosure Statement the names and addresses of any or all subcontractors required to be named in the bid, or to submit with the bid the appropriate documents for each such subcontractor, may be cause for the bid to be rejected as being non-responsive.

Contractors are reminded that the subcontractors listed on the forms provided by the school district may not be changed later, except in the case of failure in performance or other contract breach where a change is needed to protect the school district.

48. SUBCONTRACTING: PROHIBITIONS: HOLD HARMLESS

Prime contractors, with whom the Board of Education have an executed contract, may not subcontract any part of any work done for the Board without first receiving written approval from the Board. Contractors seeking to use subcontractors must first complete the Request to Sub Contract Form as provided by the Building Services Department.

Subcontractors Prohibited to Sub Contract

It is the responsibility of the prime contractor to ensure that no subcontractor who has received written permission to do work for the Board, subcontracts any of its/their work without first receiving written approval from the prime contractor **and** the Director of Facilities or his designee.

The prime contractor assumes all responsibility for work performed by subcontractors. The prime contractor must also provide to the Board Business Office the following documents secured from all approved subcontractors:

- Insurance Certificate as outlined in the bid specifications;
- Affirmative Action Evidence as outlined in the bid specifications;
- Written certification that the subcontractor shall adhere to prevailing wages as provided through New Jersey State Law;
- Evidence of Performance Security;
- Documents listed in the Subcontractor Document Submissions list.

In cases of subcontracting, the Board of Education shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. The Board of Education shall not be responsible for payments to subcontractors and shall be held harmless against any or all claims generated against prime contractors for non-payment to subcontractors.

Penalties – Unauthorized Subcontractors

The Board of Education shall deduct the amount of \$1,000.00 (one thousand dollars) per day as a penalty, for each day a prime contractor uses a subcontractor without first receiving **written** permission from the Building Services Department.

49. Sworn Contractor Certification; Qualifications and Credentials

Pursuant to N.J.S.A. 18A:7G-37, a pre-qualified contractor seeking to bid school facilities projects, and any subcontractors, that are required to be named under N.J.S.A. 18A:7G-1 et seq. shall, as a condition of bidding, submit this Sworn Contractor Certification regarding qualifications and credentials. Failure to complete, sign and submit the certification may lead to the bid being rejected.

50. TAXES; Contractor's Use of Board's Tax Exempt Status

As a New Jersey governmental entity, the Board of Education is exempt from the requirements under New Jersey state sales and use tax (N.J.S.A. 54:32B-1 et seq.), and does not pay any sales or use taxes. Bidders should note that they are expected to comply with the provisions of said statute and the rules and regulations promulgated thereto to qualify them for examinations and reference to any and all labor, services, materials and supplies furnished to the Board of Education. Contractors may not use the Board's tax identification number to purchase supplies, materials, service or equipment, for this project.

A contractor may qualify for a New Jersey Sales Tax Exemption on the purchase of materials, supplies and services when these purchases are used exclusively to fulfill the terms and conditions of the contract with the Board of Education. All contractors are referred to New Jersey Division of Taxation–Tax Bulletin S&U-3 for guidance. Again, contractors are not permitted to use the Board’s tax identification number to purchase supplies, materials, services of equipment.

51. TERMINATION OF CONTRACT

If the Board determines that the contractor has failed to comply with the terms and conditions of the bid upon which the issuance of the contract is based or that the contractor has failed to perform said service, duties and or responsibilities in a timely, proper, professional and/or efficient manner, then the Board shall have the authority to terminate the contract upon written notice setting forth the reason for termination and effective date of termination.

Termination by the Board of the contract does not absolve the contractor from potential liability for damages caused the District by the contractor’s breach of this agreement. The Board may withhold payment due the contractor and apply same towards damages once established. The Board will act diligently in accordance with governing statutes to mitigate damages. Damages may include the additional cost of procuring said services or goods from other sources. The contractor further agrees to indemnify and hold the District harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

SUPPLEMENTAL REQUIREMENTS

52. AWARD OF CONTRACT

Award, if made, will be to the lowest responsible bidder for the contract to include Alternate Bids, if any, which the Owner chooses to accept, that result (s) in the lowest aggregate total sum.

53. EXPERIENCE

The Board of Education requires evidence from all bidders that they have completed work or projects of a similar nature as outlined in the bid package. Bidders are to provide evidence of satisfactory completion of work of similar nature as outlined in the bid from three (3) Boards of Education in New Jersey within the past seven (7) years.

54. NUMBER OF WORKING DAYS -- (N.J.S.A. 18A:18A-19)

The contractor agrees to substantially complete this public works project to the satisfaction of the Board of Education within **sixty (60) working days** from the receipt of the official Notice to Proceed and/or purchase order. The district has defined a working day as a calendar day.

The number of working days set by the district may be extended by agreement between the contractor and the district. The agreement shall be in writing and will be considered an addendum to the contract.

55. SITE VISITS

On Thursday, May 21, 2020 between 9:00am and 1:00pm **SCHEDULED** site visits can be arranged for all bidders. We ask anyone who wants to arrange for a site visit to please email Mr. Joe Giambri at joseph.giambri@commercialschools.org or 856-785-0362 ext. 1130 to confirm an appointment. Scheduled times for bidders to visit the project site will be made to preclude large group gatherings. Please be available for any time between the hours stated above for the site visit. You will receive an email confirmation of your time to visit the site. All attendees of this site visit must wear a suitable face covering and maintain social distancing.

56. TRADE CLASSIFICATION(S)

A. Bidder:

For the purpose of this Public Works bid, each bidder shall be classified by the State of New Jersey—Division of Property Management and Construction in the following trade(s):

<u>Trade Category #</u>	<u>Title</u>
C006	Construction Manager as Constructor
C008	General Construction
C009	General Construction/ Alterations and Additions

Proof of classification shall be submitted with the bid package in the form of a current Notice of Classification as issued by the New Jersey Division of Property Management and Construction.

B. Subcontractor:

For the purpose of this Public Works bid, each bidder shall use a subcontractor that is properly classified by the State of New Jersey—Division of Property Management and Construction in the following trade(s):

C032 – Heating, Ventilation, Air Conditioning and Refrigeration (HVACR)
C047 - Electrical

Proof of classification, in the form of a current Notice of Classification form, for each sub- Contractor, shall be submitted by the bidder with the bid package for any estimated subcontractor work exceeding \$20,000.00.

COMMERCIAL TOWNSHIP BOARD OF EDUCATION
1308 NORTH AVENUE
PORT NORRIS, NJ 08349

CONTRACTOR _____

**BID DOCUMENTS
AND
REQUIRED DOCUMENTATION**

All documents in this section shall be completed, signed and submitted with the bid package – Failure to submit the bid documents and other documents so specified may be cause to reject the bid for being non-responsive (N.J.S.A. 18A:18A-2(y)).

Darren Harris
School Business Administrator/Board Secretary

COMMERCIAL TOWNSHIP BOARD OF EDUCATION
1308 NORTH AVENUE
PORT NORRIS, NJ 08349

CHECKOFF FORM

1. ____ Acknowledgement of Addenda
2. ____ Bid Proposal Form
3. ____ Chapter 271 Political Disclosure Form
4. ____ Contractor Questionnaire/Certification
5. ____ Contractor's Registration Certification
6. ____ Equipment Certification
7. ____ Iran Disclosure of Investment Activities
8. ____ Non-Collusion Affidavit
9. ____ Prequalification Affidavit
10. ____ Prevailing Wages Certification
11. ____ Statement of Ownership
12. ____ Subcontractor's Disclosure Statement
13. ____ Sworn Contractor Certification; Qualifications and Credentials
14. ____ Notice of Classification (Provide form)
15. ____ DPMC Form 701 Total Uncompleted Projects
16. ____ Certification of Site Visit
17. ____ No Material Change of Circumstances Certificate
18. ____ Americans with Disabilities Act
18. ____ Bid bond, certified check or cashier's check
19. ____ Consent of Surety

COMMERCIAL TOWNSHIP BOARD OF EDUCATION
1308 NORTH AVENUE
PORT NORRIS, NJ 08349

ACKNOWLEDGEMENT OF ADDENDA

BID TITLE: Haleyville-Mauricetown School Media Center Alterations

The respondent acknowledges receipt of the hereinafter enumerated Addenda which have been issued during period of bid and agrees that said Addenda shall become a part of this contract. The respondent shall list below the numbers and issuing dates of the Addenda.

<u>ADDENDA NO.</u>	<u>ISSUING DATES</u>
_____	_____
_____	_____
_____	_____

_____ **No Addenda Received**

Name of Company: _____

Address: _____ P.O. Box: _____

City, State, Zip Code: _____

Name of Authorized Representative: _____

Signature: _____ Date: _____

COMMERCIAL TOWNSHIP BOARD OF EDUCATION
1308 NORTH AVENUE
PORT NORRIS, NJ 08349

OFFICIAL BID PROPOSAL FORM

BID TITLE: Haleyville-Mauricetown School Media Center Alterations

CONTRACT NO. 1 - GENERAL CONSTRUCTION

I (We) propose to fully execute and complete all work under CONTRACT NO. 1 - GENERAL CONSTRUCTION to include all work required by these Documents for the total sum of:

_____ (\$ _____)

The respondent by signing this bid form, acknowledges that he/she has carefully examined the bid specifications and documents: and further acknowledges he/she understands and is able to render the scope of activity and services outlined in the bid.

Name: _____

Address: _____ P.O. Box _____

City, State, Zip Code _____

Federal Tax ID Number: _____

Phone Number: _____ Extension: _____

Authorized Agent: _____ Title: _____

Agent's Signature: _____ Date: _____

Bidder agrees to include in the base bid the stipulated sum specified as a contingency allowance as specified in Section 010050 - Administrative Provisions.

COMMERCIAL TOWNSHIP BOARD OF EDUCATION

CHAPTER 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

(Contracts that exceed \$17,500.00 Ref. N.J.S.A. 19:44-20.26)

BID TITLE: Haleyville-Mauricetown School Media Center Alterations

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____ (Business Entity) has made the following reportable political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

Table with 4 columns: Date of Contribution, Amount of Contribution, Name of Recipient Elected Official/Committee/Candidate, Name of Contributor. The table is currently empty.

The business Entity may attach additional pages if needed.

_____ No Reportable Contributions (Please check if applicable)

I certify that _____ (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

Certification:

I certify, that information provided above is in full compliance with Public Law 2005-Chapter 271.

Name of Authorized Agent: _____

Signature: _____ Date: _____

Business Entity: _____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:]

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

P.L. 2005, c.271

(Unofficial version, Assembly Committee Substitute to A-3013, First Reprint*)

AN ACT authorizing units of local government to impose limits on political contributions by contractors and supplementing Title 40A of the New Jersey Statutes and Title 19 of the Revised Statutes.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

40A:11-51 1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts therefrom to business entities that have made a contribution pursuant to P.L.1973, c.83 (C.19:44A-I et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L.2004, c.19 (C. 19:44A-20.2 et al.) and section 22 of P.L.1973, c.83 (C.19:44A-22).

b. The provisions of P.L.2004, c.19 shall not be construed to supersede or preempt any ordinance, resolution or regulation of a unit of local government that limits political contributions by business entities performing or seeking to perform government contracts. Any ordinance, resolution or regulation in effect on the effective date of P.L.2004, c.19 shall remain in effect and those adopted after that effective date shall be valid and enforceable.

c. An ordinance, resolution or regulation adopted or promulgated as provided in this section shall be filed with the Secretary of State.

52:34-25 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for Bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bid thereon or negotiating therefor, to submit along with its Bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-I et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

c. As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

19:44A-20.13 3. a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

b. The commission shall prescribe forms and procedures for the reporting required in subsection a. of this section which shall include, but not be limited to:

(1) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;

(2) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and

(3) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

c. The commission shall maintain a list of such reports for public inspection both at its office and through its Internet site.

d. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity, or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; and

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate.

e. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

4. This act shall take effect immediately.

* Note: Bold italicized statutory references of new sections are anticipated and not final as of the time this document was prepared. Statutory compilations of N.J.S.A. 18A:18A-51 is anticipated to show a reference to N.J.S.A. 40A:11-51 and to N.J.S.A. 52:34-25.

List of Agencies with Elected Officials Required for Political Contribution Disclosure N.J.S.A. 52:34-25

County Name: Cumberland

State: Governor, and Legislative Leadership Committees

Legislative District #: 1 & 3

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

Bridgeton City

Commercial Township

Deerfield Township

Downe Township

Fairfield Township

Greenwich Township

Hopewell Township

Lawrence Township

Maurice River Township

Millville City

Shiloh Borough

Stow Creek Township

Upper Deerfield Township

Vineland City

Boards of Education (Members of the Board):

Bridgeton City

Commercial Township

Deerfield Township

Downe Township

Fairfield Township

Greenwich Township

Hopewell Township

Lawrence Township

Maurice River Township

Millville City

Shiloh Borough

Stow Creek Township

Upper Deerfield Township

Vineland City

Fire District's (Board of Fire Commissioners):

Commercial Township Fire District No.1

Commercial Township Fire District No.2

Commercial Township Fire District No.3

Downe Township Fire District No.2

Downe Township Fire District No.3

Maurice River Township Fire District No.1

Maurice River Township Fire District No.2

Maurice River Township Fire District No.3

Maurice River Township Fire District No.4

Maurice River Township Fire District No.5

COMMERCIAL TOWNSHIP BOARD OF EDUCATION

CONTRACTOR QUESTIONNAIRE/CERTIFICATION

BID TITLE: Haleyville-Mauricetown School Media Center Alterations

Name of Company: _____

Address: _____ P.O. Box: _____

City, State, Zip: _____

Business Phone Number: () _____ Ext. _____

Emergency Phone Number: () _____

Fax Number: () _____ E-mail: _____

FEIN Number: _____

Questionnaire

1. How many Years have you been engaged in the contracting business under your present firm or trading name?

_____ Years

2. Have you ever failed to complete any work awarded to your company?

_____ Yes _____ No

If yes, explain

3. Have you ever defaulted on a contract?

_____ Yes _____ No

If yes, explain

4. Have you or other principals of your company been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any public works projects by any federal, state, or local agencies, including any “**prior negative experience**” disqualification pursuant to N.J.S.A. 18A:18A-4 (b) (c)?

_____ Yes

_____ No

If yes, explain

Name of Company

Experience - Educational Facilities:

The Board of Education requires evidence from all bidders that they have completed work or projects of a similar nature as outlined in the bid package. Bidders are to provide evidence of satisfactory completion of work of similar nature as outlined in the bid from **Three (3)** Board of Education in New Jersey within the past **Five (5)** years. Bidders are to complete the section on experience and provide supporting documentation with the bid package.

A. Title of Work/ Project: _____

Name of School District: _____

Name of School Official: _____ Title: _____

Phone Number: _____ E-mail: _____

Date (s) of Project: _____

B. Title of Work/ Project: _____

Name of School District: _____

Name of School Official: _____ Title: _____

Phone Number: _____ E-mail: _____

Date (s) of Project: _____

C. Title of Work/ Project: _____

Name of School District: _____

Name of School Official: _____ Title: _____

Phone Number: _____ E-mail: _____

Date (s) of Project: _____

References

Architects - List names of architects that you have worked with on projects within the last five (5) years.

	<u>Firm</u>	<u>Principal</u>	<u>Phone Number</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

Name of Company

Bank - List the name of the principal bank with which your company does business.

<u>Firm</u>	<u>Officer</u>	<u>Phone Number</u>
_____	_____	_____

Trade - List the names of companies within your trade with which your company does business:

	<u>Firm</u>	<u>Principal</u>	<u>Phone Number</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

Name of Company

Certifications

Debarment

I certify that the entity listed on the form or any person employed by this entity, are not presently on the following:

New Jersey Department of Treasury - Consolidated Debarment Report
New Jersey Department of Labor - Prevailing Wage Debarment List
Federal Debarred Vendor List - System for Award Management (SAM.gov)

Direct/Indirect Interests

I declare and certify that no member of the COMMERCIAL TOWNSHIP BOARD OF EDUCATION, nor any officer or employee or person whose salary is payable in whole or in part by said Board of Education or their immediate family members are directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of profits thereof. If a situation so exists where a Board member, employee, officer of the board has an interest in the bid, etc., then please attach a letter of explanation to this document, duly signed by the president of the firm or company.

I certify that I am not an official or employee of the COMMERCIAL TOWNSHIP BOARD OF EDUCATION.

Gifts; Gratuities; Compensation

I declare and certify that no person from my firm, business, corporation, association or partnership offered or paid any fee, commission or compensation, or offered any gift, gratuity or other thing of value to any school official, board member or employee of the COMMERCIAL TOWNSHIP BOARD OF EDUCATION.

Vendor Contributions

I declare and certify that I fully understand N.J.A.C. 6A:23A-6.3(a) (1-4) concerning vendor contributions to school board members.

False Material Representation

I further certify that I understand that it is a crime in the second degree in New Jersey to knowingly make a material representation that is false in connection with the negotiation, award or performance of a government contract.

President or Authorized Agent

Signature

COMMERCIAL TOWNSHIP BOARD OF EDUCATION

CONTRACTOR’S REGISTRATION CERTIFICATION

BID TITLE: Haleyville-Mauricetown School Media Center Alterations

It is the determination of the Board of Education that this is a public works project that in total will exceed \$2,000.00 (two thousand dollars), therefore pursuant to the Public Works Contractor Registration Act -- N.J.S.A. 34:11-56.48 et seq., no contractor shall bid on any project for public works unless the contractor is registered pursuant to the act.

No contractor shall bid on any contract for public work as defined in section 2 of P.L.1963, c. 150 (C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L.1999, c.238 (C.34:11-56.48 et seq.) at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to that act.

I certify that our company understands that the project of the Board of Education requires that all contractors and subcontractors listed in this bid possess a valid Contractor Registration Certificate at the time the bid is received by the Board and furthermore certify that I will provide copies of the valid certificate prior to the award of contract.

Name of
Company: _____

Authorized
Agent: _____

Authorized Signature: _____

COMMERCIAL TOWNSHIP BOARD OF EDUCATION

EQUIPMENT CERTIFICATION

BID TITLE: Haleyville-Mauricetown School Media Center Alterations

In accordance with N.J.S.A. 18A:18A-23, I hereby certify that

A) _____(Name of Company) owns all the necessary equipment as required by the specifications and to complete the specified public work project.

OR

B) _____(Name of Company) leases or controls all necessary equipment as required by the specifications and to complete the specified public work project.

PLEASE NOTE: If your company is not the actual owner of the equipment, **you shall submit with bid.**

1. A certificate stating the source from which equipment will be obtained.
2. Obtain and submit with the bid a certificate from the owner and person in control of the equipment, definitely granting to the bidder the control of the equipment required during such time it may be necessary for the completion of that portion of the contract for which said equipment will be necessary.

Name of Company: _____

Authorized Agent: _____

Signature of Authorized Agent: _____

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

QUOTE NUMBER: _____ BIDDER/OFFEROR: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE ONE:

_____ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

_____ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name: _____ Relationship to Bidder/Offeror: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder/Offeror Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder; that the State of New Jersey is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

DO NOT ENTER PIN AS SIGNATURE

Title: _____ Date: _____

COMMERCIAL TOWNSHIP BOARD OF EDUCATION

NON-COLLUSION AFFIDAVIT

BID TITLE: Haleyville-Mauricetown School Media Center Alterations

STATE OF _____
:SS:

COUNTY OF _____

I, _____ of the City of _____

In the County of _____ and the State of _____

Of full age, being duly sworn according to law on my oath depose and say that:

I am _____ (Position in Company)

of the firm of _____ and the bidder making the bid for the above named contract, and that I executed that said bid with full authority so to do: that I have not, directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this bid with any potential bidder, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named bid, and that all statements contained in said bid and in this affidavit are true and correct, and made with full knowledge that the Board of Education of the City of Vineland relies upon the truth of the statements contained in said bid and in the statements contained in this affidavit in awarding the contract for said bid.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by

(Print Name of Contractor)

Subscribed and sworn to: _____
(Signature of Contractor)

Before me this _____ day of _____, _____
Month Year

NOTARY PUBLIC SIGNATURE Print Name of Notary Public

My commissions expires _____, _____ -SEAL-
Month Day Year

COMMERCIAL TOWNSHIP BOARD OF EDUCATION

PRE-QUALIFICATION AFFIDAVIT-NO MATERIAL ADVERSE CHANGE

BID TITLE: Haleyville-Mauricetown School Media Center Alterations

The below affidavit must be submitted with your bid for projects over \$ 20,000.00 pursuant to N.J.S.A. 18A:18A-32:

I, _____ of the City of _____

in the County of _____ and the State of _____

Of full age, being duly sworn according to law on my oath depose and say that:

No Material Adverse in Qualification-N.J.S.A. 18A:18A-32

I am _____ (Position in Company), and the bidder for the above named project. The answers to the following statements are true and correct and that there has been no material adverse change in the qualification information subsequent to the latest statement submitted as required (N.J.S.A. 18A:18A-32 et seq) as amended, except as set forth herewith. I further certify that there is now pending any litigation or other action that may jeopardize my rating, status or contract limits from their current limits.

Notice of Classification (DPMC 27)

_____ (Name of Company) is classified by the State of New Jersey under chapter 105, Laws of 1962, as amended. This classification became effective _____ (Date).

Type of Contract/Trade Classified: _____

Classification Approved Amount \$ _____

A copy of my valid and active prequalification/classification certification from Department of Treasury, Division of Property Management and Construction has been submitted with this bid.

Total Amount of Uncompleted Contracts (DPMC 701)

The total amount of uncompleted work is \$ _____ as of _____ (Date)

A total of the company's Total Amount of Uncompleted Contracts form is required to be submitted with this bid.

Signature of Authorized Representative _____ Date _____

NOTARY SEAL:

Sworn and subscribed to before me this _____ day of _____ in the year _____ Notary Public of _____

Signature of Notary _____ Print Name of Notary _____ My Commission Expires: _____ Month Day Year

-SEAL-

This affidavit does NOT take the place of the "Notice of Classification" or the "Total of Uncompleted Contracts" issued by the State of New Jersey, both of which must be submitted with each bidder's bid.

COMMERCIAL TOWNSHIP BOARD OF EDUCATION

PREVAILING WAGES CERTIFICATE

BID TITLE: Haleyville-Mauricetown School Media Center Alterations

It is the determination of the Board of Education that this is a public works project that in total will exceed \$2,000.00 (two thousand dollars), therefore prevailing wages rules and regulations apply as promulgated by the New Jersey Prevailing Wage Act and in conformance with N.J.S.A. 34:11-56:25.

CERTIFICATION

1. I certify that our company understands that this project of the Board of Education requires prevailing wages to be paid in full accordance with the law.
2. I further certify that all subcontractors named in this bid understand that this project requires the subcontractor to pay prevailing wages in full accordance with the law.

NON-COMPLIANCE STATEMENT

If it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the Board of Education, may begin proceedings to terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable for any excess costs occasioned thereby to the public body.

NOTIFICATION OF VIOLATIONS - New Jersey Department of Labor

Has bidder or any person having an "interest" with the bidder, been notified by the New Jersey Department of Labor by notice issued pursuant to N.J.S.A. 34:11-56:37 that he/she has been in violation for failure to pay prevailing wages as required by the New Jersey Prevailing Wage Act within the last (5) years?

* Yes _____

No _____

* If yes, please attach a signed document explaining any/or all administrative proceedings with the NJDOL within the last five (5) years. Please include any pending administrative proceedings with the NJ Department of Labor, if any.

Name of Company: _____

Authorized Agent: _____

Authorized Signature: _____

COMMERCIAL TOWNSHIP BOARD OF EDUCATION

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43

BID TITLE: Haleyville-Mauricetown School Media Center Alterations

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

City, State, Zip: _____

Part I Check the line that represent the type of business organization:

- _____ Sole Proprietorship (ship Parts II and III, execute certification Part IV)
_____ Partnership
_____ Non-Profit Corporation (skip Parts II and III execute certification in Part IV)
_____ Limited Partnership
_____ For-Profit Corporation (any type)
_____ Limited Liability Partnership (LLP)
_____ Limited Liability Company (LLC)
_____ Other (be specific): _____

Part II Check the appropriate line

_____ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)

OR

_____ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

(Please attach additional sheets if more space is needed)

Table with 2 columns: Name of Individual or Business Entity, Home Address (for individuals) or Business Address. It contains three empty rows for data entry.

Part III Disclosure of 10% or greater ownership in the stockholders, partners or LLC members listed in Part II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **COMMERCIAL TOWNSHIP BOARD OF EDUCATION** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Board of Education** to notify the **Board of Education** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **Board of Education** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

COMMERCIAL TOWNSHIP BOARD OF EDUCATION

SUBCONTRACTOR'S DISCLOSURE STATEMENT

BID TITLE: Haleyville-Mauricetown School Media Center Alterations

The _____ (Name of Bidding Company)

Please Check One! _____ will sub-contract a portion of this project.
 _____ will not sub-contract any portion of this project.

Authorized Agent _____ **Title** _____

Signature of Bidder _____ **Date** _____

If the bidder is not going to subcontract any portion of this project, the bidder need not complete any further part of this document.

If the bidder will subcontract any of the work, the bidder must do the following:

- Provide the name, address and other pertinent information about the subcontractor;
- If the cost of the work by the subcontractor shall exceed the amounts listed below, the bidder shall provide in the bid package submission the following documents:

SUBCONTRACTOR DOCUMENT SUBMISSIONS		
<u>Estimated Value of Contract – Subcontractor</u>	<i>For Subcontractors in the four major branches listed above</i>	<i>For all other Subcontractors</i>
	<u>Submit With Bid</u>	<u>Submit Within ten (10 Days of Receipt of Notice of Award</u>
\$2,000 through \$5,999	Contractor's Registration Certificate	
\$6,000 through \$17,499	Contractor's Registration Certificate New Jersey Business Registration Certificate	
\$17,500 through \$19,999	Contractor's Registration Certificate New Jersey Business Registration Certificate Chapter 271 Political Contribution Disclosure Form	
\$20,000 or more	Contractor's Registration Certificate New Jersey Business Registration Certificate Chapter 271 Political Contribution Disclosure Form Notice of Classification Total Amount of Uncompleted Contracts -- Certified	

Please list subcontractor(s) on the following pages. Bidders may make extra copies of the following pages.
 * Failure to identify the names and addresses of any subcontractors required to be named in the bid, or to submit the appropriate documents for each such subcontractor, may be cause for the bid to be rejected as being non-responsive.

COMMERCIAL TOWNSHIP BOARD OF EDUCATION

BID TITLE: Haleyville-Mauricetown School Media Center Alterations

1. Sub-Contractor for REFRIGERATION, HEATING & VENTILATING SYSTEMS AND EQUIPMENT

Name of Subcontracting Company _____

Address _____

City, State, Zip _____

Telephone _____ Fax _____

E-Mail _____ FEIN No: _____

Authorized Agent _____ Title _____

Will the cost of sub-contract exceed \$20,000.00?

_____ Yes Estimated Value of Contract \$ _____

_____ No Estimated Value of Contract \$ _____

If checked **yes**, the sub-contractor must be pre-qualified to perform the work. The bidder must provide in the bid package the following:

- The subcontractor's Notice of Classification;
- The subcontractor's Total Amount of Uncompleted Contracts; and
- Other documents that are required:

SUBCONTRACTOR DOCUMENT SUBMISSIONS		
<i>Estimated Value of Contract – Subcontractor</i>	<i>For Subcontractors in the four major branches listed above</i>	<i>For all other Subcontractors</i>
	<u>Submit With Bid</u>	<u>Submit Within ten (10 Days of Receipt of Notice of Award</u>
\$2,000 through \$5,999	Contractor's Registration Certificate	
\$6,000 through \$17,499	Contractor's Registration Certificate New Jersey Business Registration Certificate	
\$17,500 through \$19,999	Contractor's Registration Certificate New Jersey Business Registration Certificate Chapter 271 Political Contribution Disclosure Form	
\$20,000 or more	Contractor's Registration Certificate New Jersey Business Registration Certificate Chapter 271 Political Contribution Disclosure Form Notice of Classification Total Amount of Uncompleted Contracts -- Certified	

Certification of Equipment

The _____ hereby certifies the above named

Name of Bidding Company

subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of

the contract in full accordance with the bid specifications.

Authorized Agent (Print) -- Bidder

Signature of Authorized Agent—Bidder

COMMERCIAL TOWNSHIP BOARD OF EDUCATION

BID TITLE: Haleyville-Mauricetown School Media Center Alterations

2. Sub-Contractor for ELECTRICAL WORK; TELE- DATA, FIRE ALARM OR SECURITY SYSTEM

Name of Subcontracting Company _____

Address _____

City, State, Zip _____

Telephone _____ Fax _____

E-Mail _____ FEIN No: _____

Authorized Agent _____ Title _____

Will the cost of sub-contract exceed \$20,000.00?

____ Yes Estimated Value of Contract \$ _____

____ No Estimated Value of Contract \$ _____

If checked **yes**, the sub-contractor must be pre-qualified to perform the work. The bidder must provide in the bid package the following:

- The subcontractor's Notice of Classification;
- The subcontractor's Total Amount of Uncompleted Contracts; and
- Other documents that are required:

SUBCONTRACTOR DOCUMENT SUBMISSIONS		
<i><u>Estimated Value of Contract – Subcontractor</u></i>	<i>For Subcontractors in the four major branches listed above</i>	<i>For all other Subcontractors</i>
	<u>Submit With Bid</u>	<u>Submit Within ten (10 Days of Receipt of Notice of Award</u>
\$2,000 through \$5,999	Contractor's Registration Certificate	
\$6,000 through \$17,499	Contractor's Registration Certificate New Jersey Business Registration Certificate	
\$17,500 through \$19,999	Contractor's Registration Certificate New Jersey Business Registration Certificate Chapter 271 Political Contribution Disclosure Form	
\$20,000 or more	Contractor's Registration Certificate New Jersey Business Registration Certificate Chapter 271 Political Contribution Disclosure Form Notice of Classification Total Amount of Uncompleted Contracts -- Certified	

Certification of Equipment

The _____ hereby certifies the above named

Name of Bidding Company

subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of

the contract in full accordance with the bid specifications.

Authorized Agent (Print) -- Bidder

Signature of Authorized Agent—Bidder

COMMERCIAL TOWNSHIP BOARD OF EDUCATION

SWORN CONTRACTOR CERTIFICATION; QUALIFICATION & CREDENTIALS

BID TITLE: Haleyville-Mauricetown School Media Center Alterations

Pursuant to N.J.S.A. 18A:7G-37, a pre-qualified contractor seeking to bid school facilities projects, and any subcontractors, that are required to be named under N.J.S.A. 18A:7G-1 et seq. shall, as a condition of bidding, submit this Sworn Contractor Certification regarding qualifications and credentials.

I, _____, the principal owner or officer of the company certify that the forging statements are true and our firm has the following qualifications and credentials:

1. A current, valid certificate of registration issued pursuant to "The Public Works Contractor Registration Act," N.J.S.A. 34:11-56:48 et seq. A copy of which is submitted with its bid;
2. A current, valid Certificate of Authority (Business Registration) to perform work in New Jersey issued by the Department of Treasury, a copy of which is submitted with its bid;
3. A current valid contractor trade license required under applicable New Jersey Law for any specialty trade or specialty area in which the firm seeks to perform work, a copy of which is submitted with its bid;
4. During the term of the school facilities project, I as principal owner or officer of the company or corporation, as contractor, will have in place a suitable quality control and quality assurance program and an appropriate safety and health plan.
5. Certify that, at the time of bidding, the amount of the bid proposal and value of all of its outstanding incomplete contracts does not exceed the firm's existing aggregate rating limit.

Name of Company _____

Name of Owner or Officer _____

Signature of Owner or Officer _____

Notarized before me this _____ day of _____, _____

Month

Year

NOTARY PUBLIC SIGNATURE

Print Name of Notary Public

My commission expires _____, _____, _____
Month Day Year

-SEAL-

State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
33 W. STATE STREET
PO BOX 034
TRENTON, NEW JERSEY 08625-0034

REPLY TO:
TEL: (609) 943-3400
FAX: (609) 292-7651

BID TITLE: Haleyville-Mauricetown School Media Center Alterations

**TOTAL AMOUNT OF
UNCOMPLETED CONTRACTS**

(This form is to be used with the NOTICE OF CLASSIFICATION when submitting bids to the Department of Education.)

I Certify that the amount of uncompleted work on contracts is \$ _____ .

The amount claimed includes uncompleted portions of all currently held contracts from all sources (public and private) in accordance with N.J.A.C. 17:19-2.13.

I further certify that the amount of this bid proposal, including all outstanding incomplete contracts does not exceed my prequalification dollar limit.

Respectfully submitted,

**Affix
Corporate
Seal
Here**

By _____
Name of Firm

Signature

Title

**Sworn to and
Subscribes before me
This ___ day of
20**

Business Address

Notary Public

Phone

COMMERCIAL TOWNSHIP BOARD OF EDUCATION

CERTIFICATION OF SITE VISIT

BID TITLE: Haleyville-Mauricetown School Media Center Alterations

The undersigned hereby certifies that _____
(Name of person inspecting the job site)

Inspected the job site for _____
(Company name)

on _____ and we are fully aware of any existing conditions and we are acquainted with the site.
(Date)

Bidder's Representative _____
Signature

District's Representative _____
Signature

On Thursday, May 14, 2020 between 10:00am and 12:00pm **SCHEDULED** site visits can be arranged for all bidders. We ask anyone who wants to arrange for a site visit to please email Mr. Joe Giambri at jgiambri@pittsgrove.net or call (856) 785-0362 ext. 1130 to confirm an appointment.

COMMERCIAL TOWNSHIP BOARD OF EDUCATION

NO MATERIAL CHANGE OF CIRCUMSTANCES CERTIFICATE

BID TITLE: Haleyville-Mauricetown School Media Center Alterations

_____, being of full age do hereby certify that:

I am a(n) owner, partner, shareholder or officer of the company set forth below am duly authorized to execute this affidavit on its behalf.

A statement as to the financial ability, adequacy of plant and equipment, organization and prior experience of the bidder, as required by N.J.S.A. 18A:18A-27 et seq has been submitted to the Department of Treasury within the last six (6) months preceding the date of the opening of bids for this contract.

I certify, as required by N.J.S.A. 18:18A-32 that there has been no material adverse change in the qualification except:

I certify that the foregoing statements are true. I am aware that if any of the foregoing statements are willfully false, I am subjected to punishment.

Seal

Name

Title

Company

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Board of Education (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their

performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Name of Company: _____

Authorized Agent: _____

Title of Position: _____

Signature: _____ Date: _____

EXHIBIT B
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27-1.1 et seq.
CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted

employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the

EXHIBIT B (Continued)

Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or

EXHIBIT B (Continued)

schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journeyworker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union. After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to

the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

(Revised: January, 2016)

INSTRUCTIONS FOR COMPLETING THE INITIAL PROJECT WORKFORCE REPORT – CONSTRUCTION (AA201)

DO NOT COMPLETE THIS FORM FOR GOODS AND/OR SERVICE CONTRACTS

- 1. Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for but not yet issued, or if your business is such that you have not or will not receive a Federal Identification Number, enter the social security number assigned to the single owner or one partner, in the case of a partnership.**
- 2. Note: The Department of Labor & Workforce Development, Construction EEO Monitoring Program will assign a contractor ID number to your company. This number will be your permanently assigned contractor ID number that must be on all correspondence and reports submitted to this office.**
- 3. Enter the prime contractor's name, address and zip code number.**
- 4. Check box if Company is Minority Owned or Woman Owned**
- 5. Enter the complete name and address of the Public Agency awarding the contract. Include the contract number, date of award and dollar amount of the contract.**
- 6. Enter the name and address of the project, including the county in which the project is located.**
- 7. Note: A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract. This number must be indicated on all correspondence and reports submitted to this office relating to this contract.**
- 8. Check "Yes" or "No" to indicate whether a Project Labor Agreement (PLA) was established with the labor organization(s) for this project.**
- 9. Under the Projected Total Number of Employees in each trade or craft and at each level of classification, enter the total composite workforce of the prime contractor and all subcontractors projected to work on the project. Under Projected Employees enter total minority and female employees of the prime contractor and all subcontractors projected to work on the project. Minority employees include Black, Hispanic, American Indian and Asian, (J=Journeyworker, AP=Apprentice). Include projected phase-in and completion dates.**

10. **Print or type the name of the company official or authorized Equal Employment Opportunity (EEO) official include signature and title, phone number and date the report is submitted.**

This report must be submitted to the Public Agency that awards the contract and the Department of Labor & Workforce Development, Construction EEO Compliance Monitoring Program after notification of award, but prior to signing the contract.

THE CONTRACTOR IS TO RETAIN A COPY AND SUBMIT COPY TO THE PUBLIC AGENCY AWARDING THE CONTRACT AND FORWARD A COPY TO:

**NEW JERSEY DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING UNIT
P.O. BOX 209
TRENTON, NJ 08625-0209
(609) 292-9550**

PART 1 GENERAL

1.1 FORM OF CONTRACT

- A. Contracts will be let on American Institute of Architect's Document A101, Standard Form of Agreement Between the Owner and the Contractor where the Basis of payment is a Stipulated sum, 2007 Edition. The Contractor shall also receive a purchase order from Atlantic County Vocational School District.

1.2 EXAMINATION OF SITE, DRAWINGS, ETC.:

- A. Bidders shall also thoroughly examine and be familiar with the Drawings and Specifications. The failure or omission of any bidder to receive or examine any form, instrument or document, or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from obligation with respect to his bid. By submitting a bid, the bidder agrees and warrants that he has examined the site, the Drawings and Specifications and, where the Specifications require in any part of the work a given result to be produced, that the Specifications and Drawings are adequate and the required result can be produced under the Drawings and Specifications.

The bidder shall promptly report to the Owner and Architect any errors, omissions or inconsistencies in the specifications or drawings that the bidder considers to potentially affect performance of the work or the achievement of the project design results under the plans and specifications. No claim for any extra will be allowed because of alleged impossibilities in the production of the results specified or because of unintentional errors or conflicts in the Drawings and Specifications.

- B. Any Bidder who wishes to challenge a bid specification shall file such challenges in writing with the Business Administrator no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the Board or the award of a contract pursuant to NJSA 18A:18A-15.

1.3 DRAWINGS AND SPECIFICATIONS:

- A. The project shall be performed in accordance with the requirements of the Drawings and Specifications subject to modification as provided in General Conditions. The Drawings and Specifications are intended to complement and supplement each other.
- B. Any work required by either of them and not by the other shall be performed even though omitted on others. Should any work be required which is not also denoted in the Specifications or on the Drawings because of an obvious omission, but which is, nevertheless, necessary for the proper completion of or performance of the project, such work shall be performed as fully as if it were described and delineated.
- C. In the event of a conflict between the drawings, notes on the drawings and/or the specifications, please refer to the previous sections and to the General Conditions and Supplementary General Conditions.

1.4 INTERPRETATION OF CONTRACT DOCUMENTS/ADDENDA:

- A. No interpretation of the meaning of the contract documents will be made to any bidder orally. Every request for such interpretations shall be made in writing to the Architect and must be received by same at least ten (10) business days, not including Saturdays, Sundays or holidays, prior to the date fixed for the opening of the bids to be given consideration.
- B. Any interpretations and any supplemental instructions will be distributed in the form of a written addenda to the contract documents. The addenda will be provided by the Board of

Education in accordance with N.J.S.A. 18A:18A-21© (2) to the bidder by certified mail, certified fax or delivery service, no later than seven (7) days, not including Saturdays, Sundays or holidays prior to the date fixed for the acceptance of the bids. All addenda so issued shall become part of the contract documents.

1.5 SUBSTITUTIONS:

- A. In the event a Contractor should propose a substitution for the specified equipment or materials, it shall be his responsibility to submit proof of equality, and to provide and pay for any tests which may be required by the Architect/Engineer in order to evaluate such proposed substitution.
- B. Where any particular brand or manufactured article is specified, it shall be regarded as a standard. Similar products of other manufacturers, capable of equal performance and quality, in the opinion of the Architect/Engineer, will be accepted upon review and approval pursuant to NJSA 18A: 18A-15d.
- C. The application for approval of a substitution by the Contractor shall include the following information:
 - a. Identifying information shall be fully and completely furnished;
 - b. Note whether the item is included in Specifications; in which case, identify the Specification paragraph and section;
 - c. Attach data indicating in detail whether and how the substitution differs, if at all, from the article specified.
 - d. If a credit is to be offered for the substitution, a detailed itemization of the amount of credit must be shown.
 - e. If the proposed substitution involves a change in the scope of the Work of this or any other contractor or trade under the Contract Documents, then and in that event, the Contractor requesting approval undertakes and agrees to be responsible for any and all added costs and thereby involved by reason of the change in the work, the Work of other Contractors and trades, including redesign, if any;
 - f. When requesting approval of an out-of-state Subcontractor or material manufacturer or supplier, a statement indicating that reasonable effort was first made to find and employ United States firms and/or materials, at comparable costs, term and performance capabilities pursuant to NJSA 18A: 18A-20.
 - g. An agreement by the Contractor to submit proof of equality and to have such tests performed at the Contractor's own expense as may be required by the Contracting Officer or the Architect/Engineer;
 - h. No Contractor shall base his bid on substitutions which may have been approved on previous projects or on substitutions anticipated but not approved. Bids shall be based solely on Plans and Specifications of the subject project.
- D. Since substitutions are primarily for the financial benefit of the Contractor, a credit change order shall accompany each request for substitution.

1.6 CONSTRUCTION PERMITS:

- A. Bidders shall exclude from their proposal the cost of all permits, fees and licenses for the proper execution and completion of the work. These costs to be paid by Owner, if required.
- B. Contractor shall be required to apply for and obtain all permits required for the construction and to perform all work in accordance with the State Uniform Construction Code as enhanced by rules and regulations of the NJ Department of Education, N.J.A.C. 6:22-5.1, et. seq. All construction shall be inspected as provided by law.

1.7 OCCUPANCY:

- A. The Owner throughout the course of the project shall occupy the site. The Contractor shall at all times during the course of performance of the work take all precautions as to the safety and welfare of the occupants, staff, and visitors as well as coordinate all execution with the everyday working operations of the facility.

1.8 SITE ACCESS:

- A. Access to the site for delivery of construction materials or equipment shall be made only from locations designated by Owner.

1.9 OBSERVANCE OF LAWS:

- A. The Contractor shall observe and comply with all Federal, State and local laws that affect those engaged or employed in this project, the materials and/or the conduct of the work.
- B. All such laws and/or ordinances affecting this Contract in any way shall be part of the Contract as if included herein.
- C. The specifications, instructions to bidders, and all accompanying documents, including the bid and the contract as awarded, shall be construed to be in accordance with the laws of the State of New Jersey.

1.10 SPECIFICATIONS/JURISDICTIONAL ISSUES

- A. The titles to the Divisions of these Specifications are introduced merely for convenience and are not necessarily a correct segregation of labor or materials. Such separations shall not operate to make the Architect an arbiter to establish limits between the General Contractor and Subcontractors.
- B. The Contractor shall classify and allocate the furnishing of materials and the performance of work to the various trades in accordance with local customs, jurisdictional awards, regulations and decisions insofar as they are applicable.
- C. The Contractor for General Construction and all subcontractors shall conduct all their operations on this project in such a manner that no jurisdictional disputes arise regarding unloading, handling, installations, and connections of the various items in the several trades involved.

1.11 INTERPRETATIONS

- A. Should the Specification and/or Drawings disagree in themselves or with each other, the greater quality or quantity of work shall be provided.
- B. Large scale details shall govern small scale Drawings.
- C. Where the work is indicated in detail on only a portion of a drawing, this work shall apply to other like portions of the area of work. In like manner, finishes and building elements shown in a continuous manner on one or more elevations of a space shall be assumed to continue on other walls of that same room in the same fashion unless noted otherwise.
- D. Information represented in a plan view as being similar to another area, also shown in plan view but accompanied by additional information: details, sections, elevations, etc., shall be deemed to be similarly represented by virtue of being depicted the same or similar, and such additional information shall be interpreted as being typical of any such spaces for the work of this Contract, whether specifically call out as "Similar", "Opp. Hand" or no reference is given.

- E. Should any work be necessary for the proper execution of the Specifications or Drawings, the Contractor shall perform all such work as if fully specified or indicated.
- F. The Architects shall be advised in writing of all discrepancies, errors, conflicts and omissions in the specifications and Drawings. The Architect will promptly resolve the matter. Any work undertaken after the discrepancy has been discovered and prior to clarification by the Architects will be done at the Contractor's risk.
- G. The Architects shall decide as to the meaning or intention of any portion of the Specifications and Drawings. His decision shall be final.
- H. Throughout the Specifications and Drawings, references are made to nominal, not actual, sizes of commercial materials. In all such cases, Contractor shall supply materials in their commercial sizes in accordance with recognized and accepted standards as intended. Only if accurately dimensioned, or if particularly specified, will sizes other than usual commercial sizes be required.
- I. Definitions:
 - 1. "Typical" shall represent all such spaces, whether specifically cross-referenced or not.
 - 2. "Opposite Hand" (opp. hand) shall mean similar but a mirror image.
 - 3. "Similar to" (sim. to) shall mean that the detail is similar in most respects but may have minor variations in substrate, dimensions, offsets, etc. to account for slight variations from an established standard detail.

1.12 LONG LEAD ITEMS

- A. Contractor shall submit a list of all materials, equipment or components which are anticipated to require more than one week delivery, together with scheduled ordering and delivery time table. This will be discussed and reviewed regularly at the job sit meetings. Upon request by the Architect, the Contractors shall be prepared to produce evidence of having placed orders for specific materials, equipment and components.

1.13 VOLATILE ORGANIC COMPOUNDS (VOC)

- A. All material used on this Project shall comply with all applicable governmental and local VOC requirements.

1.14 TIME OF COMPLETION

- A. Work, including the procurement of permits and processing of required submittals, shall be started within five (5) days of the date of the Notice to Proceed which is the date of the Owner-Contractor Agreement for this work unless otherwise agreed to by the Owner and Contractor.
- B. The date of substantial completion is defined as the date when construction is sufficiently completed, in accordance with the Contract Documents, as modified by any Change Order agreed to by the parties so that the Owner can occupy the project for the intended use and a Temporary Certificate of Occupancy is issued. Partial occupation of the project shall not be deemed to be substantially complete.
- C. Time shall be of the essence of the performance of the Contract. The Contractor and the Owner agree, that the date of beginning and the time for completion as specified in the Contract of work to be done hereunder are essential conditions of this Contract and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on the date to be specified above or in a Notice to Proceed issued by Owner or Architect.

- D. The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof, by and between the Contractor and the Owner, that the time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- E. Contractor shall be required to request an extension of time for any delay under Article 8.3 - Delays and Extensions of Time in the manner set forth in the General Conditions.

1.15 GUARANTEE

- A. The Contractor shall guarantee all materials and workmanship installed and/or performed under this Contract to be free of defects which may impair the strength, durability or appearance of said work and/or may make it unsuitable for the intended purpose, for a period of one (1) year from the date of final completion, unless otherwise noted in the other sections of this Specification.
- B. The Contractor shall repair and/or replace any such work to the satisfaction of the Owner at no additional cost to the Owner.
- C. This guarantee is in addition to and shall in no way limit any other warranty, guarantee or maintenance bond required by the provisions of the Contract Documents or any warranty of a manufacturer of supplier.
- D. Contractor or manufacturers agree to provide in the closeout documents a manufacturer's warranty or warranties in the form attached to or provided for in this manual or better.

1.16 REGULATIONS

- A. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Drawings and Specifications are at variance therewith, he shall promptly notify the Architect in writing and any necessary changes shall be adjusted as provided for in the Contract Documents. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Architect, he shall bear all costs arising therefrom.

1.17 SUSPENSION OF WORK / NO DAMAGES FOR DELAY:

- A. Should the Owner be prevented or enjoined from proceeding with work or from authorizing its prosecution either before or after its prosecution, for any reason, the Contractor shall not be entitled to make or assert a claim for damage by reason of said delay, but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

1.18 ANTI-KICKBACK ACT

- A. The parties to this contract will comply with the requirements of the Copeland "Anti-Kickback Act" (18 USC 374) and N.J.S.A. 2C:21-33, 27-4, 27-6, 22-9, N.J.S.A. 40A:9-22.1, N.J.S.A. 52: 13D-21, 34-48 and N.J.S.A. 56:9-11.

1.19 SAFETY PRECAUTIONS AND PROGRAMS

- A. Neither the Owner nor the Architect will be responsible for providing a safe working place for the Contractors, their Subcontractors or their employees, or any individual responsible for the work.

- B. Neither the professional activities of the Architect, nor the presence of the Architect or the Architect's employees and sub-consultants at a construction site, shall relieve the Contractor and any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Architect and Architect's personnel have no authority to exercise any control over any connection with their work or any health or safety precautions. The Owner agrees that the Contractor is solely responsible for job site safety and warrants that this intent shall be made evident in the Owner's agreement with the Contractor. The Owner also agrees that the Owner, the Architect and the Architect's consultants shall be indemnified and shall be made additional insured under the Contractor's general liability insurance policy as otherwise provided herein.

1.20 SAFETY OF PERSONS AND PROPERTY

- A. The Contractor shall conform to requirements of the Federal Occupational Safety and Health Act, and the Construction Safety Code. The requirements of the State, Local and Association Codes shall apply where they are equal to or more restrictive than the requirements of the Federal Act.
- B. The Contractor will be responsible for providing general safeguarding, compliance with the requirements of laws, regulations and codes relating to safety and coordinating with all Contractors, subcontractors and material suppliers on the Project. Contractors and subcontractors shall comply with the Construction Safety Act, N.J.S.A. 34:5-166 et seq.
- C. The Contractor shall protect all materials and equipment for which he is responsible, which is stored at the Project Site for incorporation in the work, or which has been incorporated into the work. He shall replace all such materials and equipment which may be lost, stolen or damaged at his expense, whether or not such materials or equipment have been entirely or partially paid for by the Owner.
- D. Each Contractor shall submit Material Safety Data Sheets (MSDS) to the General Contractor for all material to be used on site and prior to material being sought on site. The General Contractor shall maintain Material Safety Data Sheets and make them available for inspection to everyone as required by law.

END OF SECTION

SECTION 010050 - ADMINISTRATIVE PROVISIONS

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Regulatory Requirements.
- B. Access to Site and Use of Premises.
- C. Security Procedures.
- D. Coordination.
- E. Reference Standards.
- F. Allowances

1.2 REGULATORY REQUIREMENTS

- A. The following regulations are applicable to this project:
 - 1. International Building Code (Latest New Jersey Edition).
- B. Other regulations may also be applicable.

1.3 ACCESS TO THE SITE AND USE OF THE PREMISES

- A. The space available to the contractor for the performance of the work, either exclusively or in conjunction with others performing other construction as part of the project, is shown on the drawings.
 - 1. Other areas are off limits to all construction personnel.
- B. The Owner will continue to occupy the existing building during the construction period.
 - 1. The Owner will endeavor to cooperate with the contractor's operations when the contractor has notified the owner in advance of need for changes in operations in order to accommodate construction operations.
 - 2. Conduct the work so as to cause the least interference with the Owner's operations.
- C. Storage areas will be available on site.
- D. All deliveries by the Contractors to be coordinated with the Owner, prior to the delivery date.
- E. No material or equipment is to be sent directly to the school and such items will not be received by the Owner. All deliveries are to be to the construction site when appropriate contractor's representatives are available to accept delivery.
- F. Limit use of premises to areas of construction. Do not disturb portions of the building beyond the areas indicated.

1.4 SECURITY PROCEDURES

- A. Limit access to the site to persons involved in the work.
- B. Provide secure storage for materials for which the owner has made payment, and which are stored on site.

SECTION 010050 - ADMINISTRATIVE PROVISIONS

- C. Secure completed work as required to prevent loss.

1.5 COORDINATION WITH OCCUPANTS

- A. Occupied areas include all areas in which the Owner's regular operations will be going on or to which the Owner requires access during the construction period, whether conducted by the Owner or the public.
- B. Limit access through occupied areas to those days and time which the Owner approves.
- C. Provide separated access from the exterior to the construction area, without passing through occupied area, unless coordinated with the owner in advance.

1.6 REFERENCE STANDARDS

- A. For products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. The date of the standard is that in effect as of the Bid date, or date of Owner-Contractor Agreement when there are no bids, except when a specific date is specified.

1.7 ALLOWANCES

- A. Include in the contract for construction, a stipulated sum of **five thousand (\$5,000.00) dollars** for use upon the Owner's instruction as a contingency allowance for incidental work not covered under the contract.

END OF SECTION

SECTION 010390 - COORDINATION AND MEETINGS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Coordination and project conditions.
- B. Preconstruction meeting.
- C. Progress meetings.
- D. Pre-installation meetings.

1.2 RELATED SECTIONS

- A. Division 1 - Project Coordination: Coordination with Owner/Architect.

1.3 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion.

1.4 PRECONSTRUCTION MEETING

- A. Owner/Architect will schedule a meeting after Notice of Award.
- B. Attendance Required: Owner, Architect and Prime Contractor.
- C. Agenda:
 - 1. Review Scope of Work.
 - 2. Designation of personnel representing the parties in Contract and the Architect.
 - 3. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 4. Scheduling.

1.5 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum bi-weekly intervals. Coordinate with Pre-Installation meeting referenced in this Section.
- B. General Contractor will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner and Architect as appropriate to agenda topics for each meeting.
- D. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems which impede planned progress.

SECTION 010390 - COORDINATION AND MEETINGS

- 5. Review of submittals schedule and status of submittals.
 - 6. Review of off-site fabrication and delivery schedules.
 - 7. Maintenance of progress schedule.
 - 8. Corrective measures to regain projected schedules.
 - 9. Planned progress during succeeding work period.
 - 10. Coordination of projected progress.
 - 11. Maintenance of quality and work standards.
 - 12. Effect of proposed changes on progress schedule and coordination.
 - 13. Other business relating to Work.
- E. General Contractor will record minutes and distribute copies within 2 days after meeting to participants, with 1 copy to Architect, Owner, participants, and those affected by decisions made.

1.6 PRE-INSTALLATION MEETING

- A. When required in individual specification sections, convene a pre-installation meeting at the site prior to commencing work of the section. Mock-up/samples are to be finished prior to meeting.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect one (1) day in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of installation, preparation and installation procedures.
 - 2. Review coordination with related work.
 - 3. Review mock-up/samples.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Procedures.
- B. Schedule of Values.
- C. Product Data.
- D. Manufacturer's Instructions.
- E. Shop Drawings.
- F. Coordination of Submittals.

1.2 PROCEDURES

- A. Deliver submittals to Architect at address listed on cover of Project Manual.
- B. After Architect/Owner review of submittal, revise and resubmit as required, identifying changes made since previous submittal.

1.3 SCHEDULE OF VALUES

- A. Submit typed schedule on AIA Form G703.

1.4 PRODUCT DATA

- A. Mark each copy to identify applicable products, models, options, and other data; supplement manufacturer's standard data to provide information unique to the Work.
- B. Submit the number of copies which Contractor requires, plus two copies which will be retained by Architect.
- C. Submit Material Safety Data Sheets on all chemicals to be used on the project in triplicate to the Owner prior to using any chemicals on this project.

1.5 MANUFACTURER'S INSTRUCTIONS

- A. When required in individual Specification Section, submit manufacturer's printed instructions for delivery, storage, assembly, installation, adjusting, and finishing, in quantities specified for product data.

1.6 SHOP DRAWINGS

- A. Submit the number of opaque reproductions which Contractor requires, plus two copies which will be retained by Architect.

SECTION 013000 - SUBMITTALS

1.7 COORDINATION OF SUBMITTALS

- A. Schedule of Submittals:
 - 1. Prepare and submit for approval a schedule showing the required dates of all required submittals.
 - 2. Organize the schedule by the applicable specification section number.
 - 3. Submit Schedule of Submittals within ten (10) days after "Notice to Proceed".
 - 4. Revise and resubmit the schedule for approval when requested.

- B. Contractor Review: Contractor to sign each copy of each submittal certifying compliance with the requirements of the contract document.

- C. Notify the architect, in writing and at time of submittal, of all points upon which the submittal does not conform to the requirements of the contract documents, if any.

- D. Submittals will be accepted from the contractor ONLY. Submittals received from other entities will be returned without review or action.

END OF SECTION

SECTION 014000 - QUALITY CONTROL

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

- A. General Quality Control.
- B. Workmanship.
- C. Manufacturer's Instructions.
- D. Manufacturer's Certification.
- E. Samples.

1.2 QUALITY CONTROL - GENERAL

- A. Maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

1.3 WORKMANSHIP

- A. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
- B. Perform work by persons qualified to produce workmanship of specified quality.
- C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.

1.4 MANUFACTURER'S INSTRUCTIONS

- A. Comply with instructions in full detail, including each step in sequence. Should instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.

1.5 MANUFACTURERS' CERTIFICATES

- A. When required by individual Specifications Section, submit manufacturer's certificate, in duplicate, that products meet or exceed specified requirements.

1.6 SAMPLES

- A. Submit samples as specified. Samples are to be of same materials and finish as final product.

END OF SECTION

SECTION 015000 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Temporary Utilities: Electricity, water and sanitary facilities.
- B. Temporary Controls: Barriers and protection of the work.
- C. Construction Facilities: Progress cleaning.
- D. Security.
- E. Employee Facilities.

1.2 RELATED SECTIONS

- A. Section 017000 - Contract Closeout: Final Cleaning.

1.3 ENUMERATION OF TEMPORARY FACILITIES AND SERVICES

- A. General Construction Work Contractor shall provide and pay for the following:
 - 1. Dust control services.
 - 2. Existing property protection.
 - 3. Public protective facilities required by law.
 - 4. Waste disposal service.

1.4 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas to allow for Owner's use of site, and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Contractor to provide secure storage for all materials and equipment when on site.

1.5 PROTECTION OF INSTALLED WORK

- A. Protect installed work and project special protection where specified in individual specification Sections.

1.6 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove waste materials, debris and rubbish from site periodically. Use of Owner's dumpsters and containers will not be permitted.

PART 2 PRODUCTS

2.1 TEMPORARY ELECTRICITY

- A. Utilities:
 - 1. Electric:
 - a. Obtain electric from existing building.
 - b. Provide required cords, equipment, etc.

SECTION 015000 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

2. Water:
 - a. Obtain from existing building.

2.3 EMPLOYEE FACILITIES

- A. Toilet Facilities:
 1. School Toilet Facilities are not to be used unless it is approved by Owner.
- B. Parking Facilities: Parking areas for all construction employees.
 1. Use designated areas identified by Owner.

END OF SECTION

SECTION 016000 - MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Products.
- B. Transportation and Handling.
- C. Storage and Protection.
- D. Product Options.
- E. Product List.
- F. Substitutions.

1.2 PRODUCTS

- A. Products include material, equipment, and systems.
- B. Comply with Specifications and referenced standards as minimum requirements.
- C. Components required to be supplied in quantity within a Specification section shall be the same and shall be interchangeable.

1.3 TRANSPORTATION AND HANDLING

- A. Transport products by methods to avoid product damage; deliver in undamaged condition in manufacturer's unopened containers or packaging, dry.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
- C. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

1.4 STORAGE AND PROTECTION

- A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.
- B. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged and are maintained under required conditions.

1.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards.
- B. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not specifically named.

SECTION 016000 - MATERIAL AND EQUIPMENT

- C. Products Specified by Naming Several Manufacturers: Products of named manufacturers meeting specifications: No options, no substitutions allowed.
- D. Products Specified by Naming Only One Manufacturer: No options, no substitutions allowed.

1.6 PRODUCTS LIST

- A. Within 7 days after date of Owner-Contractor Agreement, submit a complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.

1.7 SUBSTITUTIONS

- A. Only within 7 days after date of Owner-Contractor Agreement will Architect consider requests from Contractor for substitutions. Subsequently, substitutions will be considered only when a product becomes unavailable due to no fault of Contractor.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- C. Request constitutes a representation that Contractor:
 - 1. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
 - 2. Will provide the same warranty for substitution as for specified product.
 - 3. Will coordinate installation and make other changes which may be required for Work to be complete in all respects.
 - 4. Waives claims for additional costs which may subsequently become apparent.
- D. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals without separate written request, or when acceptance will require substantial revision of Contract Documents.
- E. Architect/Engineer will determine acceptability of proposed substitution and will notify Contractor of acceptance or rejection in writing within a reasonable time.
- F. Only one request for substitution will be considered for each product. When substitution is not accepted, provide specified product.

END OF SECTION

SECTION 017000 - CONTRACT CLOSEOUT

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Closeout Procedures.
- B. Final Cleaning.
- C. Maintenance Materials.
- D. Project Record Documents.

1.2 CLOSEOUT PROCEDURES

- A. Comply with procedures stated in General Conditions of the Contract for issuance of Certificate of Substantial Completion.
- B. Submit a final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.

1.3 FINAL CLEANING

- A. Execute prior to final inspection.
- B. Clean surfaces exposed to view; remove stains and foreign substances.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the Project and from the site.
- D. Clean site, sweep paved areas, rake clean all other surfaces affected by work.

1.4 MAINTENANCE MATERIALS

- A. Provide products and maintenance materials in quantities specified in each Section, in addition to that used for construction of Work.

1.5 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of the following record documents; record actual revisions to the Work:
 - 1. Contract Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other Modifications to the Contract.
 - 5. Reviewed shop drawings, product data and samples.
- B. Store Record Documents separate from those used for construction.
- C. Record information concurrent with construction progress.
- D. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and Modifications.

SECTION 017000 - CONTRACT CLOSEOUT

- E. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 3. Field changes of dimension and detail.
 - 4. Details not on original Contract Drawings.
- F. Delete Architect title block from all documents.
- G. Submit documents to Architect with claim for final Application for Payment.
- H. Submit as-built drawings for all trades; Two (2) copies.
- I. Keep documents current; do not permanently conceal any work until required information has been recorded.
- J. At Contract closeout, submit documents with transmittal letter containing date, Project title, Contractor's name and address, list of documents, and signature of Contractor.

END OF SECTION

SECTION 022250 – MINOR DEMOLITION FOR REMODELING

PART - GENERAL

1.1 SUMMARY

- A. This Section includes:
 - 1. Removal of designated building equipment and fixtures.
 - 2. Removal of designated construction.
 - 3. Removal of doors, hardware, light fixtures, etc.
 - 4. Identification of utilities.
- B. Related Sections include the following:
 - 1. Section 010050 - Administrative Provisions: Owner Occupancy.
 - 2. Section 015000 - Temporary Controls: Temporary enclosures, security at Owner occupied areas and cleanup during construction.
 - 3. Division 15 and 16 - HVAC, Plumbing and Electrical work.

1.2 PROJECT RECORD DOCUMENTS

- A. Accurately record actual locations of capped utilities and surface obstructions.

1.3 REGULATORY REQUIREMENTS

- A. Conform to applicable codes for demolition work, safety of structure, dust control, and disposal.
- B. Obtain required permits from authorities.
- C. Notify affected utility companies before starting work and comply with their requirements.
- D. Do not disable or disrupt building fire or life safety systems without 3 days prior written notice to the Owner.
- E. Conform to procedures applicable when discovering hazardous or contaminated materials.

PART - PRODUCTS

Not Used

PART - EXECUTION

PREPARATION

- A. Provide, erect, and maintain temporary barriers at required locations.
- B. Erect and maintain weatherproof closures for exterior openings.
- C. Erect and maintain temporary partitions to prevent spread of dust, odors and noise to permit continued Owner occupancy, as specified in Section 015000 - Construction Facilities and Temporary Controls.
- D. Protect existing materials and structures which are not to be demolished.

DEMOLITION REQUIREMENTS

SECTION 022250 – MINOR DEMOLITION FOR REMODELING

- A. Conduct demolition to minimize interference with adjacent and occupied building areas.
- B. Cease operations immediately if structure appears to be in danger. Notify Architect. Do not resume operations until directed.
- C. Cease operation immediately if the presence of asbestos is suspected. Notify Architect. Do not resume operation until directed.
- D. Maintain protected egress and access to the Work.

DEMOLITION

- A. Disconnect or remove and cap and identify designated utilities within demolition areas.
- B. Demolish in an orderly and careful manner. Protect existing supporting structural members and materials which are to remain.
- C. Except where noted otherwise, remove demolished materials from site.
- D. Remove demolished materials from site as work progresses. Upon completion of work, leave areas in clean condition.
- E. Remove temporary work.

END OF SECTION

SECTION 061000 – CARPENTRY WORK

PART - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Wood furring and grounds.
 - 2. Concealed wood blocking for support of miscellaneous items.
- B. Related Sections:
 - 1. Section 099600 - Gypsum Board Systems: Installation of wood blocking for support of miscellaneous items.

1.2 REFERENCES

- A. American Lumber Standards Committee: ALSC - Softwood Lumber Standards.
- B. American Plywood Association.
- C. American Wood Preservers Association: AWPA C1 - All Timber Products Preservative Treatment by Pressure Process.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Lumber Grading Rules: WWPA.
- B. Miscellaneous Framing: Stress Group D, 19 percent maximum moisture content, pressure preservative treat.

2.2 ACCESSORIES

- A. Fasteners and Anchors:
 - 1. Fasteners: Hot-dipped galvanized steel and stainless steel or better for high humidity and treated wood locations, unfinished steel elsewhere. The use of staples is not permitted.
 - 2. Anchors: Toggle bolt type for anchorage to hollow masonry and bolt or ballistic fastener for anchorages to steel.

PART 3 - EXECUTION

3.1 FRAMING

- A. Set members level and plumb, in correct position.

END OF SECTION

SECTION 072130 - BATT INSULATION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Sound attenuating batt insulation in interior walls.

PART 2 PRODUCTS

2.1 MANUFACTURERS - INSULATION MATERIALS

- A. Certaineed: Product - Unfaced sound attenuating batt insulation.
- B. Substitutions: Under provisions of Division 1 - General Requirements.

2.2 MATERIALS

- A. Sound Attenuating Batt Insulation: ASTM C665; preformed glass fiber batt roll type; unfaced.
- B. Nails or Staples: Steel wire; electroplated; type and size to suit application.
- C. Support Wire Fasteners: Galvanized rigid wire with pointed ends.
- D. Tape: Mesh reinforced; 2 inch wide.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install insulation in accordance with insulation manufacturer's instructions.
- B. Trim insulation neatly to fit spaces. Insulate miscellaneous gaps and voids.
- C. Tape, seal butt ends lapped flanges and tears or cuts in membrane.

3.2 SCHEDULES

- A. Interior Walls (Acoustical): 3-1/2" thick; unfaced; 16" wide.

END OF SECTION

SECTION 072700 - FIRESTOPPING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Fireproof firestopping and firesafing materials and accessories.

1.2 RELATED SECTIONS

- A. Division 23 - Mechanical: Mechanical work requiring firesafing.
- D. Division 26 - Electrical: Electrical work requiring firesafing.

1.3 REFERENCES

- A. ASTM E84 - Test Method for Surface Burning Characteristics of Building Materials.
- B. ASTM E119 - Method for Fire Tests of Building Construction and Materials.
- C. ASTM E814 - Test Method of Fire Tests of Through Penetration Firestops.
- D. FM (Factory Mutual) - Fire Hazard Classifications.
- E. UL - Fire Hazard Classifications.
- F. UL 263 - Fire Tests of Building Construction and Materials.
- G. UL 723 - Test for Surface Burning Characteristics of Building Materials.
- H. UL 1479 - Fire Tests of Through-Penetration Firestops.
- I. WH (Warnock Hersey) - Certification Listings.

1.4 DEFINITION

- A. Firestopping (Firesafing): A sealing or stuffing material or assembly placed in spaces between building materials to arrest the movement of smoke, heat, gases, or fire through wall or floor openings.

1.5 SYSTEM DESCRIPTION

- A. Firestopping Materials: ASTM E119 and ASTM E814 to achieve a fire rating as noted on Drawings.
- B. Firestop all interruptions to fire rated assemblies, materials and components.

1.6 SUBMITTALS

- A. Submit under provisions of Division 1 - General Requirements.
- B. Product Data: Provide data on product characteristics, performance and limitation criteria.
- C. Manufacturer's Installation Instructions: Indicate preparation and installation instructions.
- D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

1.7 QUALIFICATIONS

SECTION 072700 - FIRESTOPPING

- A. Manufacturer: Company specializing in manufacturing the products specified in this section with minimum three years experience.
- B. Applicator: Company specializing in performing the work of this section with minimum three years experience.

1.8 REGULATORY REQUIREMENTS

- A. Conform to applicable code for fire resistance ratings and surface burning characteristics.

1.9 ENVIRONMENTAL REQUIREMENTS

- A. Do not apply materials when temperature of substrate material and ambient air is below 60 degrees F.
- B. Maintain this minimum temperature before, during, and for 3 days after installation of materials.
- C. Provide ventilation in areas to receive solvent cured materials.

PART 2 PRODUCTS

2.1 MANUFACTURERS - FIRESAFING MATERIALS

- A. United States Gypsum Co. Product: Thermafiber mineral firesafing insulation.
- B. United States Gypsum Co. Product: Firecode Compound.
- C. Substitutions: Under provisions of Section 01600.

2.2 ACCESSORIES

- A. Primer: Type recommended by firestopping manufacturer for specific substrate surfaces.
- B. Installation Accessories: Galvanized steel safing impaling clips and other devices required to position and retain materials in place.
- C. Water: Clean and potable.

2.3 FINISHES

- A. Thermafiber Safing: Regular color, unfaced.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify site conditions under provisions of Division 1 - General Requirements.
- B. Verify openings are ready to receive the work of this section.

3.2 PREPARATION

- A. Clean substrate surfaces of dirt, dust, grease, oil, loose material, or other matter which may affect bond of firestopping material.

SECTION 072700 - FIRESTOPPING

- B. Remove incompatible materials which may affect bond.
- C. Install damming materials to arrest liquid material leakage.

3.3 APPLICATION - SAFING INSULATION

- A. Safing insulation to be nominal 6" thick or as indicated on drawings; install safing insulation recessed a minimum of 1" from the surface of the existing CMU/Wall Construction. Provide minimum 1" thick layer of fill material (Firecode Compound).
- B. Cut safing ½" wider than opening to ensure compression fit. Friction fit in the safe-off area to be protected.
- C. For poke-through penetrations, install safing insulation in opening. Compress or install on wire hangers in all floor slab openings, to seal completely around telephone cables, ducts, piping or other utilities.

3.4 APPLICATION - FIRECODE COMPOUND

- A. Mix compound in accordance with manufacturer's instructions.
- B. Apply compound to a minimum of 1-inch thickness on top of safing insulation. Ensure that compound is in contact with all surfaces and that entire opening is filled with safing and compound.
- C. For poke-through penetrations, trowel compound and work into penetrating opening.

3.5 CLEANING

- A. Clean Work under provisions of Division 1 - General Requirements.
- D. Clean adjacent surfaces of firestopping materials.

3.6 PROTECTION OF FINISHED WORK

- A. Protect finished Work under provisions of Division 1 - General Requirements.
- B. Protect adjacent surfaces from damage by material installation.

END OF SECTION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Preparing substrate surfaces.
- B. Sealant and joint backing.

1.2 RELATED SECTIONS

- A. Section 081120 Standard Steel Frames.

1.3 REFERENCES

- A. ASTM C790 - Use of Latex Sealing Compounds.
- B. ASTM C804 - Use of Solvent-Release Type Sealants.
- C. ASTM C834 - Latex Sealing Compounds.
- D. ASTM C920 - Elastomeric Joint Sealants.
- E. ASTM D1056 - Flexible Cellular Materials - Sponge or Expanded Rubber.
- F. ASTM D1565 - Flexible Cellular Materials - Vinyl Chloride Polymers and Copolymers (Open-Cell Foam).

1.4 SUBMITTALS

- A. Product Data: Provide data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, and color availability.
- B. Samples: Submit two samples, illustrating sealant colors for selection.
- C. Manufacturer's Installation Instructions: Indicate special procedures, surface preparation, and perimeter conditions requiring special attention.

1.5 QUALITY ASSURANCE

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.

1.6 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- B. Applicator: Company specializing in performing the work of this section with minimum three years documented experience and approved by manufacturer.

1.7 ENVIRONMENTAL REQUIREMENTS

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

SECTION 079000 - JOINT SEALERS

1.8 COORDINATION

- A. Coordinate the work with all sections referencing this section.

PART 2 PRODUCTS

2.1 SEALANTS

	<u>Location</u>	<u>Type</u>	<u>Color</u>
A.	Door Frame/Walls	Acrylic, Latex	Paint to match
B.	Under Thresholds	Butyl Rubber	Black

2.2 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: ASTM D1056; round, closed foam rod; oversized 30 to 50 percent larger than joint width.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that substrate surfaces and joint openings are ready to receive work.
- B. Verify that joint backing and release tapes are compatible with sealant.

3.2 PREPARATION

- A. Remove loose materials and foreign matter which might impair adhesion of sealant.
- B. Clean and prime joints in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions.
- D. Protect elements surrounding the work of this section from damage or disfiguration.

3.3 INSTALLATION

- A. Install sealant in accordance with manufacturer's instructions.
- B. Measure joint dimensions and size materials to achieve required 2:1 width/depth ratios.
- C. Install joint backing to achieve a neck dimension no greater than 1/3 of the joint width.
- D. Install bond breaker where joint backing is not used.

SECTION 079000 - JOINT SEALERS

- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- E. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- F. Tool joints concave.

3.4 CLEANING

- A. Clean adjacent soiled surfaces.

3.5 PROTECTION OF FINISHED WORK

- A. Protect finished installation.
- B. Protect sealants until cured.

END OF SECTION

SECTION 081120 - STANDARD STEEL FRAMES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Fire-rated steel door frames.

1.2 RELATED SECTIONS

- A. Section 060010 - Carpentry Work.
- B. Section 082110 - Wood Doors.
- C. Section 092600 - Gypsum Wall Board.
- D. Section 099000 - Painting: Field painting of frames.

1.3 REFERENCES

- A. ANSI A117.1 - Specifications for Making Buildings and Facilities Accessible to and Usable by Physically Handicapped People.
- B. ANSI/SDI-100 - Standard Steel Doors and Frames.
- C. ASTM A525 - Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process.
- D. DHI - Door Hardware Institute: The Installation of Commercial Steel Doors and Steel Frames, Insulated Steel Doors in Wood Frames and Builder's Hardware.

1.4 SUBMITTALS

- A. Shop Drawings: Indicate frame elevations, reinforcement, and finish.
- B. Product Data: Indicate frame configuration, anchor types and spacings, location of cut-outs for hardware, reinforcement.
- C. Manufacturer's Installation Instructions: Indicate special installation instructions.
- D. Manufacturer's Certificate: Certify that Products meet or exceed specified requirements.

1.5 QUALITY ASSURANCE

- A. Conform to requirements of ANSI/SDI-100 and ANSI A117.1.

1.6 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect, and handle products to site.
- B. Accept frames on site in manufacturer's packaging. Inspect for damage.

1.8 FIELD MEASUREMENTS

SECTION 081120 - STANDARD STEEL FRAMES

- A. Verify that field measurements are as indicated on shop drawings.

1.9 COORDINATION

- A. Coordinate the work with frame opening construction, door and hardware installation.

PART 2 PRODUCTS

2.1 FRAME MANUFACTURERS

- A. Pioneer Product: Series F.

2.2 FRAMES

- A. Interior Frames: 16 gage thick material, base metal thickness.

2.3 ACCESSORIES

- A. Silencers: Resilient rubber, fitted into drilled hole.
- B. Removable Stops: Rolled steel channel shape, mitered corners; prepared for countersink style tamper proof screws.
- C. Primer: Baked enamel/zinc chromate type.
- D. Frame Anchors: Wood stud frame anchors as required to suit application.

2.4 FABRICATION

- A. Fabricate interior frames for knock-down field assembly.
- B. Fabricate frames with hardware reinforcement plates welded in place.
- C. Reinforce frames wider than 48 inches with roll formed steel channels fitted tightly into frame head, flush with top.
- D. Prepare frame for silencers. Provide three single silencers for single doors on strike side. Provide two single silencers on frame head at double doors without mullions.
- E. Jamb depth as indicated on Drawings and to suit application.

2.5 FINISH

- A. Steel Sheet: Cold rolled conforming to ASTM A366.
- B. Primer: Baked / air dried.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify substrate conditions.
- B. Verify that opening sizes and tolerances are acceptable.

SECTION 081120 - STANDARD STEEL FRAMES

3.2 INSTALLATION

- A. Install frames in accordance with ANSI/SDI-100 and DHI.
- B. Coordinate with metal stud framing and wallboard wall construction for anchor placement.
- C. Coordinate installation of glass and glazing.
- D. Coordinate installation of frames with installation of hardware specified in Section 087100 and doors in Section 082110.
- E. Install roll formed steel reinforcement channels between two abutting frames. Anchor to structure and floor.

3.3 ERECTION TOLERANCES

- A. Maximum Diagonal Distortion: 1/16 inch measured with straight edges, crossed corner to corner.

END OF SECTION

PART1 GENERAL

1.1 SECTION INCLUDES

- A. Wood and glass doors; fire rated

1.2 RELATED SECTIONS

- A. Section 081120 - Standard Steel Frames.
- B. Section 087120 - Door Hardware.
- C. Section 088810 – Fire Rated Glass and Framing

1.3 REFERENCES

- A. ANSI/HPMA HP - Hardwood and Decorative Plywood.
- B. ASTM E413 - Classification for Determination of Sound Transmission Class.
- C. AWI - Quality Standards of the Architectural Woodwork Institute.

1.4 SUBMITTALS

- A. Shop Drawings: Illustrate door opening criteria, elevations, sizes, types, swings, undercuts required, identify cutouts for hardware, glazing, etc.
- B. Product Data: Indicate door core materials and construction; veneer species, type and characteristics; and factory machining criteria.
- C. Samples: Submit two samples of door veneer, 4 x 4 inch in size illustrating wood grain, stain color, and sheen.
- D. Manufacturer's Installation Instructions: Indicate special installation instructions.

1.5 QUALITY ASSURANCE

- A. Perform work in accordance with AWI Quality Standard Section 1300, Premium Grade.
- B. Finish doors in accordance with AWI Quality Standard Section 1500.

1.6 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect, and handle products to site.
- B. Package deliver and store doors in accordance with AWI Section 1300.
- C. Protect doors with resilient packaging sealed with heat shrunk plastic. Do not store in damp or wet areas; or in areas where sunlight might bleach veneer. Seal top and bottom edges if stored more than one week. Break seal on-site to permit ventilation.

SECTION 082110 - WOOD DOORS

1.8 FIELD MEASUREMENTS

- A. Verify that field measurements are as indicated on shop drawings.

1.9 COORDINATION

- A. Coordinate the work with door opening construction, door frame and door hardware installation.

1.10 WARRANTY

- A. Provide warranty.
- B. Include coverage for delamination of veneer, warping beyond specified installation tolerances, defective materials, and telegraphing core construction.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Doors:
 - 1. VT Industries: Wood Veneer Doors.
 - 2. Substitutions: Under provisions of Division 1- General Requirements.

2.2 DOOR TYPES

- A. Flush Interior with Glazing: 1-3/4" thick; solid core construction; structural composite lumber; with factory cut openings as per drawings; Narrow lite as indicated on drawings with fire rated glass and frame per section 088810.

2.3 DOOR CONSTRUCTION

- A. Core: Solid, non-rated core, AWI, Section 1300.
- B. SRC-Stile and rail, particle core, bonded to stiles and rails.

2.4 DOOR FACING

- A. Veneer Facing: AWI Custom quality, Premium White Birch; rotary sliced; pre-finished.

2.5 ADHESIVE

- A. Facing Adhesive: Type II - water resistant.

2.6 FABRICATION

- A. Fabricate non-rated doors in accordance with AWI Quality Standards requirements.
- B. Vertical Exposed Edge of Stiles: Of same species as veneer facing. Hardwood for transparent finish facing.
- C. Fit door edge trim to edge of stiles after applying veneer facing.
- D. Bond edge banding to cores.
- E. Factory machine doors for finish hardware in accordance with hardware requirements

SECTION 082110 - WOOD DOORS

and dimensions. Do not machine for surface hardware.

2.7 FINISH

- A. Factory finish; Color to match existing.

2.8 GLAZING

- A. Refer to Section 088810 Fire Rated Glass and Framing

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that opening sizes and tolerances are acceptable.
- B. Do not install doors in frame openings that are not plumb or are out-of-tolerance for size or alignment.

3.2 INSTALLATION

- A. Install doors in accordance with AWI Quality Standards.
- B. Trim door width by cutting equally on both jamb edges.
- C. Trim door height by cutting bottom edges to a maximum of 3/4 inch.
- D. Pilot drill screw and bolt holes.
- E. Machine cut for hardware. Core for handsets and cylinders.
- F. Coordinate installation of doors with installation of frames.
- G. Coordinate installation of glass and glazing.

3.3 INSTALLATION TOLERANCES

- A. Conform to AWI requirements for fit and clearance tolerances.
- B. Conform to AWI Section 1300 requirements for maximum diagonal distortion.

3.4 ADJUSTING

- A. Adjust door for smooth and balanced door movement.

END OF SECTION

SECTION 087100 – DOOR HARDWARE

PART GENERAL

1.1 SECTION INCLUDES

Hardware for metal, wood and aluminum doors.

Thresholds.

Weatherstripping, seals and door gaskets.

1.2 PRODUCTS FURNISHED BUT NOT INSTALLED UNDER THIS SECTION

A. Furnish templates for door preparation.

1.3 RELATED SECTIONS

A. Section 08111 - Standard Steel Doors.

B. Section 08112 - Standard Steel Frames.

C. Section 08211 - Wood Doors.

D. Section 08410 - Aluminum Entrances & Storefronts.

1.4 REFERENCES

A. ANSI A117.1 - Specifications for Making Buildings and Facilities Accessible to and Usable by Physically Handicapped People.

B. NFPA 80 - Fire Doors and Windows.

C. NFPA 252 - Fire Tests of Door Assemblies.

D. UL 10B - Fire Tests of Door Assemblies.

E. UL 305 - Panic Hardware.

1.5 SUBMITTALS

A. Submit under provisions of Division 1 - General Requirements.

B. Shop Drawings: Indicate locations and mounting heights of each type of hardware.

C. Submit manufacturer's parts lists, and templates.

D. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.

1.6 PROJECT RECORD DOCUMENTS

A. Submit under provisions of Division 1 - General Requirements.

1.7 OPERATION AND MAINTENANCE DATA

A. Submit under provisions of Division 1 - General Requirements.

SECTION 087100 – DOOR HARDWARE

- B. Maintenance Data: Include data on operating hardware, lubrication requirements, and inspection procedures related to preventative maintenance.

1.8 QUALITY ASSURANCE

- A. Perform work in accordance with the following requirements:
 - 1. ANSI A117.1 - Specifications for Making Buildings and Facilities Accessible to and Usable by Physically Handicapped People.
 - 2. NFPA 80.
 - 3. NFPA 252.

1.9 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- B. Hardware Supplier: Company specializing in supplying commercial door hardware with 3 years documented experience.

1.10 REGULATORY REQUIREMENTS

- A. Conform to applicable codes for requirements applicable to fire rated doors and frames.

1.11 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products to site under provisions of Division 1 - General Requirements.
- B. Package hardware items individually; label and identify each package with door opening code to match hardware schedule.

1.12 COORDINATION

- A. Coordinate work under provisions of Division 1 - General Requirements.
- B. Coordinate the work with other directly affected sections involving manufacture or fabrication of internal reinforcement for door hardware.
- C. Master key locks in accordance with Owner's requirements.

1.13 WARRANTY

- A. Provide five-year warranty under provisions of Division 1 - General Requirements.
- B. Warranty: Include coverage for door closers.

1.14 MAINTENANCE MATERIALS

- A. Provide maintenance materials under provisions of Division 1- General Requirements.
- B. Provide special wrenches and tools applicable to each different or special hardware component.

SECTION 087100 – DOOR HARDWARE

- C. Provide maintenance tools and accessories supplied by hardware component manufacturer.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. See Schedule.
- B. Substitutions: Under provisions of Division 1 - General Requirements.

2.2 KEYING

- A. Provide (2) keys for all locks.
- B. Key all locks differently and master key.
- C. Keying must be integrated with the existing system. All keys, keyways, cylinders and other hardware supplied must allow for the integration, expansion and coordination with the existing key system, and additionally provide the ability to function according to the requirements of Commercial Township.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify site conditions under provisions of Division 1- General Requirements.
- B. Verify that doors and frames are ready to receive work and dimensions are as indicated on shop drawings.

3.2 INSTALLATION

- A. Install hardware in accordance with manufacturer's instructions.
- B. Use templates provided by hardware item manufacturer.
- C. Provide all hollow metal frames with (3) silencers. H.B. Ives 20R or approved equal.

3.3 ADJUSTING

- A. Adjust work under provisions of Division 1 - General Requirements.
- B. Adjust hardware for smooth operation.

3.4 SCHEDULES

- A. SET #1 (Doors #01, 02)
 - 3 ea. Hinge, Hager AB700, 4.5 x 4.5, NRP, 652
 - 1 ea. Classroom Lockset, Yale BR-AU5408LN, 626
 - 1 ea. Closer, Norton 8501 BF, AL
 - 1 ea. Kickplate, Hager 190S, 12" x 34", 630
 - 1 ea. Wall Stop, Hager 236W, 630

END OF SECTION

SECTION 088810 – FIRE RATED GLASS AND FRAMING

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes: Fire rated glazing
 - 1. SuperLite™ I fire protective, safety rated, specialty tempered glazing material for 20 minute interior and exterior applications.
 - 2. Applications of fire rated glazing include:
 - a. Fire rated glazing as vision lites in fire rated door applications.
- B. Related Sections:
 - 1. Section 08 2110: Wood Doors.

1.02 REFERENCES

- A. American Society for Testing and Materials (ASTM):
 - 1. ASTM E152: Methods of Fire Tests of Door Assemblies.
 - 2. ASTM E163: Methods of Fire Tests of Window Assemblies.
 - 3. ASTM E2074-00: Methods of Fire Tests of Door Assemblies, including Positive Pressure Testing of Side-hinged and Pivoted Swinging Door Assemblies.
 - 4. ASTM E2010-01: Standard Test for Positive Pressure of Fire Tests of Window Assemblies.
- B. National Fire Protection Association (NFPA):
 - 1. NFPA 80: Fire Doors and Windows.
 - 2. NFPA 252: Fire Tests of Door Assemblies.
 - 3. NFPA 257: Fire Tests of Window Assemblies
- C. Underwriters Laboratories, Inc. (UL):
 - 1. UL 9: Standard for Safety of Fire Tests of Window Assemblies.
 - 2. UL 10B: Standard for Safety of Fire Tests of Door Assemblies.
 - 3. UL 10C: Standard for Safety of Positive Pressure Tests of Door Assemblies.
- D. Standard Council of Canada (ULC):
 - 1. ULC Standard CAN4-S104: Fire Tests of Door Assemblies.
 - 2. ULC Standard CAN4-S106: Fire Tests of Window Assemblies.
- E. Consumer Product Safety Commission (CPSC):
 - 1. ANSI Z97.1: Safety Glazing Materials Used in Buildings - Safety Performance Specifications and Methods of Test.
- F. American National Standards Institute (ANSI):
 - 1. CPSC 16 CFR 1201 Cat. I & II: Safety Standard for Architectural Glazing Materials.
- G. Glass Association of North America (GANA)
 - 1. GANA – Glazing Manual.
 - 2. FGMA – Sealant Manual.

1.03 SYSTEM DESCRIPTION

- A. Performance Requirements: Provide a fire rated glazing manufactured, fabricated and installed to maintain performance criteria stated by manufacturer without defects, damage or failure.
 - 1. Fire Rating: 20 minutes without hose stream.
 - 2. Fire protective, safety rated, specialty tempered glass tested in accordance with NFPA 80, NFPA 252, NFPA 257, UL 9, UL 10B and UL 10C.
 - 3. Testing Laboratory: Fire test shall be conducted by a nationally recognized independent testing laboratory.

SECTION 088810 – FIRE RATED GLASS AND FRAMING

B. Listings and Labels:

1. Fire rated glazing shall be under current follow-up service by a nationally recognized independent testing laboratory approved by OSHA and maintain a current listing or certification. Assemblies shall be labeled in accordance with limits of listings.

1.04 SUBMITTALS

A. Submit listed submittals in accordance with Conditions of the Contract and Division 1 Submittal Procedure Section.

1. Shop Drawings: Submit shop drawings showing layout, profiles and product components.
2. Samples: Submit 6x6 glass samples.
3. Technical Information: Submit latest edition of manufacturer's product data.

1.05 DELIVERY, STORAGE AND HANDLING

A. General: Comply with Division 1 Product Requirements Sections.

B. Ordering: Comply with manufacturer's ordering instructions and lead-time requirements to avoid construction delays.

C. Delivery: Deliver materials to specified destinations in manufacturer's or distributor's packaging undamaged, complete with installation instructions.

D. Storage and Protection: Store off ground, under cover, protected from weather and construction activities and at temperature conditions recommended by manufacturer.

1.06 PROJECT CONDITIONS

A. Field Measurements: Verify actual measurements for openings by field measurements before fabrication. Show recorded measurements on shop drawings. Coordinate field measurements and fabrication schedule with construction progress to avoid construction delays.

1.07 WARRANTY

A. Project Warranty: Refer to Conditions of the Contract for project warranty provisions.

B. Manufacturer's Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty document. Manufacturer's warranty is not intended to limit other rights that the Owner may have under the Contract Documents.

1. Warranty Period: Lifetime warranty from date of shipping.

PART 2 PRODUCTS

2.01 FIRE RATED GLAZING

A. Material: SuperLite I 20 minute specialty tempered glazing without hose stream or approved equal.

B. Manufacturer: SuperLite I as manufactured and distributed by SAFTI *FIRST*.

1. Contact: 100 N Hill Drive, Suite 12, Brisbane, CA 94005; Telephone 888.653.3333; Fax 888.653.4444; email info@safti.com; Web site www.safti.com.
2. Fire rated glass and framing must be provided by a single-source, US manufacturer. Distributors of fire rated glass and framing are not to be considered as manufacturers.
3. Or approved equal

C. Design Requirements:

1. Thickness: Must be 1/4" (6 mm) thick. 1/2" (12 mm) available.

SECTION 088810 – FIRE RATED GLASS AND FRAMING

- 2. Weight: Must weigh 3.0 lbs./sq. ft.
- 3. Solar Heat Gain Coefficient: Must provide 0.82 SHGC.
- 4. Sound Transmission Rating: Must provide STC 28 rating.
- 5. Appearance: Must be [specialty tempered] [low-iron specialty tempered] float glass.
- 6. Visible Light Transmission: Must meet 0.88 for clear tempered.
- 7. Fire Rating: Must be fire rated to 20 minutes without hose stream test.
- 8. Impact Safety Resistance: Must meet CPSC 16 CFR 1201 Cat. I (150 ft. lbs.; limited to 1,296 sq. in.) & II (400 ft. lbs.; up to maximum size tested).

D. Manufacturer's Fire Rated Glazing Material:

- 1. Each piece of fire-rated glazing material shall be labeled with a permanent logo including name of product, manufacturer, testing laboratory, fire rating period and safety glazing standards.
- 2. Glazing material installed in Hazardous Locations, subject to human impact, shall be certified and permanently labeled as meeting applicable requirements referenced in NFPA 80:
 - a. CPSC 16 CFR 1201, Category I & II

E. Substitutions: No substitutions allowed.

2.02 MATERIALS

A. Glazing Accessories: Manufacturer recommended fire rated glazing accessory as follows:

- 1. Glazed with EPDM tape or other flame resistant gasket material and calcium silicate setting blocks.

2.03 RELATED MATERIALS

Note: Basis of design for fire rated framing system is GPX Framing as manufactured by SAFTI *FIRST*TM

A. Glazing shall be installed in an equivalently rated framing system.

2.04 SOURCE QUALITY

- A. Obtain fire rated glazing products from a single manufacturer.
- B. Fabrication Dimensions: Fabricate to approved dimensions. The general contractor shall guarantee dimensions where practicable within required tolerances.

PART 3 EXECUTION

3.01 MANUFACTURER'S INSTRUCTIONS

A. Compliance: Comply with manufacturer's product data including product technical bulletins and installation instructions.

3.02 EXAMINATION

A. Site Verification of Conditions: Verify substrate conditions, have been previously installed under other sections, and are acceptable for product installation in accordance with manufacturer's instructions.

3.03 INSTALLATION

A. Installation shall be in strict accordance with the fire glazing material manufacturer's specifications. Field cutting or tampering is strictly prohibited.

3.04 CLEANING AND PROTECTION

SECTION 088810 – FIRE RATED GLASS AND FRAMING

- A. Protect glass from contact with contaminating substances resulting from construction operations. Remove such substances by method approved by manufacturer.
- B. Wash glass on both faces not more than four days prior to date schedule for inspections intended to establish date of Substantial Completion. Wash glass by method recommended by glass manufacturer.
- C. Remove temporary coverings and protection of adjacent work areas.
- D. Remove construction debris from project site and legally dispose of debris.

END OF SECTION

SECTION 092600 - GYPSUM BOARD SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Metal stud wall framing and furring.
- B. Gypsum Board – Rated and non-rated.
- C. Gypsum Board – Sound Damping Gypsum Panels.
- D. Taped and sanded joint treatment.
- E. Accessories.

1.2 RELATED SECTIONS

- A. Section 061000 – Carpentry Work.
- B. Section 081120 - Standard Steel Frames.
- C. Section 099000 - Painting: Surface finish.
- D. Division 23 - Mechanical.
- C. Division 26 - Electrical.

1.3 REFERENCES

- A. ASTM C36 - Gypsum Wallboard.
- B. ASTM C475 - Joint Treatment Materials for Gypsum Wallboard Construction.
- C. ASTM C630 - Water Resistant Gypsum Backing Board.

1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with ASTM C840 and GA-600.

1.5 QUALIFICATIONS

- A. Applicator: Company specializing in performing the work of this section with minimum 3 years documented experience.

PART 2 PRODUCTS

2.1 MANUFACTURERS - GYPSUM BOARD SYSTEM

- A. Georgia-Pacific Gypsum Products.
- B. USG Corporation.
- C. Quiet Rock.
- D. Substitutions: Under provisions of Division 1 – General Requirements.

SECTION 092600 - GYPSUM BOARD SYSTEMS

2.2 GYPSUM BOARD MATERIALS

- A. Fire Rated Gypsum Board: ASTM C36, 5/8" thick, Type 'X'; maximum permissible length; ends square cut, tapered edges.

2.3 FRAMING MATERIALS

- A. Studs and Tracks - Interior Partitions: ASTM C645; galvanized sheet steel, 3-5/8", 20 gage thick, C shape with knurled faces.
- B. Vertical Slide Clip: Galvanized sheet steel, 12 gage thick.
- C. Fasteners: ASTM C514.
- D. Anchorage to Substrate: Tie wire, nails, screws and other metal supports, of type and size to suit application; to rigidly secure materials in place.
- E. Adhesive: ASTM C557.

2.4 ACCESSORIES

- A. Corner Beads: Metal.
- B. Joint Materials: ASTM C475; reinforcing tape, joint compound, adhesive, and water.
- C. Fasteners: ASTM C1002.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify site conditions.
- B. Verify that site conditions are ready to receive work and opening dimensions are as indicated on shop drawings.

3.2 GYPSUM BOARD INSTALLATION

- A. Install gypsum board in accordance with GA-201, GA-216 and GA-600.
- B. Erect single layer standard gypsum board in most economical direction, with ends and edges occurring over firm bearing. At rated partitions; install in accordance with approved assembly.
- C. Use screws when fastening gypsum board to wood stud or framing.
- D. Place corner beads at external corners. Use longest practical length. Place edge trim where gypsum board abuts dissimilar materials.
- E. Remove and redo defective work.
- F. Install 5/8" thick gypsum fire rated gypsum wallboard where indicated on Drawings.

SECTION 092600 - GYPSUM BOARD SYSTEMS

3.3 JOINT TREATMENT

- A. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
- B. Feather coats onto adjoining surfaces so that camber is maximum 1/32 inch.
- C. Taping, filling, and sanding is not required at surfaces behind adhesive applied ceramic tile.

3.4 METAL STUD INSTALLATION

- A. Install studs in accordance with ASTM C754, and manufacturer's instructions.
- B. Metal Stud Spacing: 16 inches and 24 inches on center, as indicated on drawings.
- C. Door Opening Framing: Install double studs at door frame jambs. Install stud tracks on each side of opening, at frame head height, and between studs and adjacent studs.
- D. Blocking: Screw fire retardant treated wood blocking and steel channels to studs. Install blocking for support of wall cabinets, hardware, and other items.

3.6 TOLERANCES

- A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet in any direction.

END OF SECTION

SECTION 095110 - SUSPENDED ACOUSTICAL CEILINGS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Suspended metal grid ceiling system and perimeter trim.
- B. Acoustical tile.

1.2 REFERENCES

- A. ASTM C635 - Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings.
- B. ASTM C636 - Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels.
- C. ASTM E1264 - Classification of Acoustical Ceiling Products.
- D. Ceilings and Interior Systems Contractors Association (CISCA) - Acoustical Ceilings: Use and Practice.

1.3 SYSTEM DESCRIPTION

- A. Suspension system to rigidly secure acoustical ceiling system including integral mechanical and electrical components with maximum deflection of 1/360.

1.4 SUBMITTALS

- A. Submit under provisions of Division 1 - General Requirements.
- B. Product Data: Provide data on metal grid system components and acoustical units.
- C. Samples: Submit two samples full size illustrating material and finish of acoustical units.
- D. Samples: Submit two samples each, of suspension system main runner, cross runner, and edge trim.
- E. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.

1.5 QUALIFICATIONS

- A. Grid Manufacturer: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- B. Acoustical Unit Manufacturer: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

1.6 REGULATORY REQUIREMENTS

- A. Conform to applicable codes for combustibility requirements for materials.

1.7 ENVIRONMENTAL REQUIREMENTS

- A. Maintain uniform temperature of minimum 60 degrees F and maximum humidity of 40 percent prior to, during, and after acoustical unit installation.

SECTION 095110 - SUSPENDED ACOUSTICAL CEILINGS

1.8 SEQUENCING

- A. Sequence work under the provisions of Division 1 - General Requirements.
- B. Sequence work to ensure acoustical ceilings are not installed until building is enclosed, sufficient heat is provided, dust generating activities have terminated, and overhead work is completed, tested, and approved.
- C. Install acoustical units after interior wet work is dry.

1.9 EXTRA MATERIALS

- A. Furnish under provisions of Division 1 - General Requirements.
- B. Provide two unopened boxes of each tile to Owner.

PART 2 PRODUCTS

2.1 MANUFACTURERS - SUSPENSION SYSTEM

- A. Armstrong Contract Interiors.
- B. Substitutions: Under provisions of Division 1 - General Requirements.

2.2 SUSPENSION SYSTEM MATERIALS

- A. Non-Fire Rated Grid - Acoustical Tile Ceilings: ASTM C635, intermediate duty; exposed T; components die cut and interlocking; hot dipped galvanized. Product: Prelude 15/16" T-bar grid suspension system. Color: White.
- B. Accessories: Stabilizer bars, hold-down clips, splices, edge and moldings required for suspended grid system.
- C. Support Channels and Hangers: Hot dipped galvanized; size and type to suit application and ceiling system flatness requirement specified.

2.3 MANUFACTURERS - ACOUSTICAL UNITS

- A. Armstrong Contract Interiors.
- B. Substitutions: Under provisions of Division 1 - General Requirements.

2.4 ACOUSTICAL UNIT MATERIALS

- A. Tile Type 1: Armstrong Angled Tegular 'Dune' No. 1776; conforming to the following:
 - 1. Size: 24 x 48 inches.
 - 2. Thickness: 5/8 inch.
 - 3. Composition: Wet-formed mineral fiber.
 - 4. NRC Range: .50-.60.
 - 5. CAC Range: 35.
 - 6. Edge Detail: Angled tegular lay-in.
 - 7. Surface Burning Characteristics: Flame spread 25 or under.
 - 8. Grid: 15/16 inch, Prelude.
 - 9. Grid Color: White.
 - 10. Tile Color: White.

SECTION 095110 - SUSPENDED ACOUSTICAL CEILINGS

11. Factory applied vinyl latex paint.

2.5 ACCESSORIES

- A. Touch-up Paint: Type and color to match acoustical and grid units.
- B. Retention Clips; Armstrong 414.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify site conditions under provisions of Division 1 - General Requirements.
- B. Verify that layout of hangers will not interfere with other work.

3.2 INSTALLATION - LAY-IN GRID SUSPENSION SYSTEM

- A. Install suspension system for each tile type in accordance with ASTM C636 and manufacturer's instructions and as supplemented in this section.
- B. Install system capable of supporting imposed loads to a deflection of 1/360 maximum.
- C. Locate system on room axis according to reflected ceiling plan.
- D. Install after major above ceiling work is complete. Coordinate the location of hangers with other work.
- E. Hang suspension system independent of walls, columns, ducts, pipes and conduit. Where carrying members are spliced, avoid visible displacement of face plane of adjacent members.
- F. Where ducts or other equipment prevent the regular spacing of hangers, reinforce the nearest affected hangers and related carrying channels to span the extra distance.
- G. Do not support components on main runners or cross runners if weight causes total dead load to exceed deflection capability.
- H. Do not eccentrically load system or produce rotation of runners.
- I. Install edge molding at intersection of ceiling and vertical surfaces, using longest practical lengths. Miter corners. Provide edge moldings at junctions with other interruptions.
- J. For Tile Type 2, provide/install retention clips in accordance with manufacturer's instructions.

3.3 INSTALLATION - ACOUSTICAL UNITS

- A. Install acoustical units in accordance with manufacturer's instructions.
- B. Fit acoustical units in place, free from damaged edges or other defects detrimental to appearance and function.
- C. Lay directional patterned units one way with pattern parallel to room axis. Fit border trim neatly against abutting surfaces.

SECTION 095110 - SUSPENDED ACOUSTICAL CEILINGS

- D. Install units after above ceiling work is complete.
- E. Install all units level, in uniform plane, and free from twist, warp and dents.
- F. Cut tile to fit irregular grid and perimeter edge trim. Field rabbet tile edge. Double cut and field paint exposed edges of tegular units.

3.4 ERECTION TOLERANCES

- A. Maximum Variation from Flat and Level Surface: 1/8 inch in 10 feet.
- B. Maximum Variation from Plumb of Grid Members Caused by Eccentric Loads: 2 degrees

END OF SECTION

SECTION 096513 - RESILIENT BASE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Resilient base.

1.2 DELIVERY, STORAGE, AND HANDLING

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F or more than 90 deg F.

1.3 PROJECT CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F or more than 95 deg F, in spaces to receive resilient products during the following time periods:
1. 48 hours before installation.
 2. During installation.
 3. 48 hours after installation.
- B. Until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F or more than 95 deg F.
- C. Install resilient products after other finishing operations, including painting, have been completed.

PART 2 - PRODUCTS

2.1 RESILIENT BASE

A. Resilient Base

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Armstrong World Industries, Inc.
 - b. Flexco, Inc.
 - c. Johnsonite.
 - d. Or approved equal.

- B. Resilient Base Standard: ASTM F 1861.

- C. Minimum Thickness: 0.125 inch (3.2 mm).

- D. Height: 4 inches (102 mm).

SECTION 096513 - RESILIENT BASE

- E. Lengths: Cut lengths 48 inches (1219 mm) long or coils in manufacturer's standard length.
- F. Outside Corners: Job formed or preformed.
- G. Inside Corners: Job formed.
- H. Finish: As selected by Architect from manufacturer's full range.
- I. Colors and Patterns: As selected by Architect from full range of industry colors.

2.2 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation provided or approved by manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by manufacturer to suit resilient products and substrate conditions indicated.
 - 1. Adhesives shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
- C. Do not install resilient products until they are same temperature as the space where they are to be installed.
 - 1. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- D. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation.

SECTION 096513 - RESILIENT BASE

3.3 RESILIENT BASE INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient base.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long as practicable without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.
- F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.

3.4 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protection of resilient products.
- B. Perform the following operations immediately after completing resilient product installation:
 - 1. Remove adhesive and other blemishes from exposed surfaces.
 - 2. Sweep and vacuum surfaces thoroughly.
 - 3. Damp-mop surfaces to remove marks and soil.
- C. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- D. Floor Polish: Remove soil, visible adhesive, and surface blemishes from resilient stair treads before applying liquid floor polish.
- E. Cover resilient products until Substantial Completion.

END OF SECTION

SECTION 099000 – PAINTING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Surface preparation and field application of paints and coatings.

1.2 RELATED SECTIONS

- A. Section 060000 – Carpentry Work.
- B. Section 081120 - Standard Steel Frames.
- C, Section 092600 – Gypsum Board Systems.

1.3 REFERENCES

- A. ASTM D16 - Definitions of Terms Relating to Paint, Varnish, Lacquer, and Related Products.

1.4 DEFINITIONS

- A. Conform to ASTM D16 for interpretation of terms used in this Section.

1.5 SUBMITTALS

- A. Product Data: Provide data on all finishing products and special coatings.
- B. Samples: Submit samples illustrating range of colors and textures available for each surface finishing product scheduled.
- C. Manufacturer's Instructions: Indicate special surface preparation procedures and substrate conditions requiring special attention.
- D. Manufacturer's Safety Data Sheet (MSDS) for each product used.

1.6 QUALITY ASSURANCE

- A. Single Source
 - 1. Provide primers and other undercoat paints produced by same manufacturer as finish coats for each application.
 - 2. Use only thinners approved by paint manufacturer and use only with recommended limits.
- B. Coordination of Work
 - 1. Review other sections of these Specifications in which prime paints are to be provided, to ensure compatibility of total coatings system.
 - 2. Upon request from other trades, furnish information or characteristics of proposed finish materials, to ensure that compatible prime coats are used.
- C. Manufacturer: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- D. Applicator: Company specializing in performing the work of this section with minimum years documented experience and where applicable, approved by manufacturer.

SECTION 099000 – PAINTING

1.7 REGULATORY REQUIREMENTS

- A. Conform to applicable codes, standards and specifications referenced in this section.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products to site.
- B. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- C. Container label to include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- D. Store paint materials at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.9 ENVIRONMENTAL REQUIREMENTS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Do not apply exterior coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- C. Minimum Application Temperatures for Latex Paints: 45 degrees F for interiors; 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.
- D. Minimum Application Temperature for Varnish Finishes: 65 degrees F for interior or exterior, unless required otherwise by manufacturer's instructions.
- E. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

1.10 EXTRA MATERIALS

- A. Provide 1 unopened gallon of each color, type, and surface texture to Owner.
- B. Label each container with color, type, texture, and room locations, in addition to the manufacturer's label.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Sherwin Williams.
- B. Benjamin Moore.
- C. Finnaren & Haley.

SECTION 099000 – PAINTING

2.2 MATERIALS

- A. Coatings: Ready mixed, except field catalyzed coatings. Process pigments to a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating; good flow and brushing properties; capable of drying or curing free of streaks or sags.
- B. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve the finishes specified, of commercial quality.

2.3 FINISHES

- A. Refer to schedule at end of section for surface finish schedule.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify site conditions.
- B. Verify that surfaces and substrate conditions are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- D. Test shop applied primer for compatibility with subsequent cover materials.
- E. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
 - 1. Gypsum Wallboard: 12 percent.
 - 2. Interior Wood: 15 percent, measured in accordance with ASTM D2016.

3.2 PREPARATION

- A. Remove electrical plates, hardware, light fixture trim, escutcheons, and fittings prior to preparing surfaces or finishing.
- B. Correct defects and clean surfaces which affect work of this section.
- C. Seal with shellac and seal marks which may bleed through surface finishes.
- D. Impervious Surfaces: Remove mildew by scrubbing with solution of tri-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- E. Gypsum Board Surfaces: Fill minor defects with filler compound. Spot prime defects after repair.
- F. Galvanized Surfaces: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
- G. Uncoated Steel and Iron Surfaces: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by power tool wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid

SECTION 099000 – PAINTING

solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Spot prime paint after repairs.

- H. Shop Primed Steel Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces.
- I. Clean and prepare all surfaces in accordance with manufacturer's written specifications.

3.2 APPLICATION

- A. Apply products in accordance with manufacturer's instructions.
- B. Do not apply finishes to surfaces that are not dry.
- C. Apply each coat to uniform finish.
- D. Apply each coat of paint slightly darker than preceding coat unless otherwise approved.
- E. Sand wood and metal lightly between coats to achieve required finish.
- F. Vacuum clean surfaces free of loose particles. Use tack cloth just prior to applying next coat.
- G. Allow applied coat to dry before next coat is applied.
- H. Where clear finishes are required, tint fillers to match wood. Work fillers into the grain before set. Wipe excess from surface.
- I. Prime concealed surfaces of interior woodwork scheduled to receive stain or varnish finish with gloss varnish reduced 25 percent with mineral spirits.
- J. Prime concealed surfaces of interior and exterior woodwork with primer paint.
- K. Existing/new metal siding must be free of all surface contamination such as oil, grease, loose paint, mill scale dirt, foreign matter, rust, mold, mildew, mortar and sealers to assure sound bonding. Glossy surfaces of old paint films must be clean and dull before repainting.
- L. Check for compatibility by applying a test patch of the recommended coating system, approximately 2-3 square feet. Allow to dry one week before testing adhesion per ASTM D3359. If coating system is incompatible, complete removal is required per ASTM D4259.

3.3 CLEANING

- A. Clean work.
- B. Collect waste material which may constitute a fire hazard, place in closed metal containers and remove daily from site.

SECTION 099000 – PAINTING

3.4 SCHEDULE - INTERIOR SURFACES

- A. Miscellaneous Wood – Painted:
 - 1. One coat of latex primer sealer: Sherwin Williams: Premium Wall & Wood Primer, B28W111.
 - 2. Two coats of semi-gloss finish: Sherwin Williams: Promar 200 Zero VOC Interior Latex Semi-Gloss B31.2600. Assume two (2) colors.

- B. Steel - Unprimed:
 - 1. One coat of primer: Sherwin Williams: Pro Industrial Procryl Primer, B66-310.
 - 2. Two coats of semi-gloss finish: Sherwin Williams: Pro Industrial HP Acrylic, B66-600. Assume two (2) colors.

- C. Steel - Primed:
 - 1. One coat of primer: Sherwin Williams: Pro Industrial Procryl Primer, B66-310.
 - 2. Two coats of semi-gloss finish: Sherwin Williams: Pro Industrial HP Acrylic, B66-600. Assume two (2) colors.

- D. Gypsum Board:
 - 1. One coat of latex primer sealer, Sherwin Williams: Promar 200 Zero VOC Interior Latex Primer B28-2600.
 - 2. Two coats of eggshell finish, Sherwin Williams: Promar 200 Zero VOC Interior Latex Eg-Shel, B20-2600. Assume three (3) colors.

- E. CMU:
 - 1. One coat primer/void filler: Sherwin Williams Heavy Duty Block Filler, B42W46.
 - 2. Two coats acrylic epoxy semi-gloss finish; Sherwin Williams Pro-Industrial Pre-catalyzed WB Epoxy, K46. Assume two (2) colors.

- F. Wood – Stained/Transparent
 - 1. One coat sealer. Sherwin Williams: Wood Classics Interior Wood Stain, A49.
 - 2. Two coats varnish, Sherwin Williams: Wood Classics Waterborne Polyurethane Varnish, A68.

Note: Provide stain samples for approval where color match is required.

END OF SECTION